

LEASE AGREEMENT Page 1 of _____
ANN ARBOR AREA BOARD OF REALTORS



THIS CONTRACT is dated _____ between

LESSOR: _____
Address: _____

LESSEE: _____
Address: _____

PROPERTY: The following premises is leased by Lessor to Lessee in exchange for Lessee's payment of rent and performance of this Lease Agreement: _____

LEASE TERM: The initial term of this agreement shall be:
First day of lease term: _____, 20____, at _____ p.m. / a.m.
Last day of lease term: _____, 20____, at _____ p.m. / a.m.

RENT PAYMENT TERMS: Lessee agrees to pay Lessor total rent of \$ _____ for premises and term previously described. Lessee agrees to pay as follows: \$ _____ on _____, 20____, which is a prorated rent from date of commencement to the last day of the first full month being _____, 20____, and in addition, subsequent equal installments of \$ _____ per month beginning _____, 20____, and continuing on the first day of each month thereafter including the first day of _____, 20____.

SEND PAYMENTS TO: Rental payments to Lessor must be made in the form of a check, money order, or cashiers check and shall be sent to Lessor's above-address, or to: _____
Lessor may change the address for sending payments by providing Lessee with 30 days written notice.

ADDITIONAL CHARGES: If the amount due under the Rent Payment Terms is not received by Lessor by 5:00 p.m. on the _____ day of the month, a \$ _____ charge will be assessed. Any checks that are returned unpaid will be subject to a \$ _____ charge, in addition to any late charges assessed. Lessor may then require future rental payments to be in the form of a cashiers check or money order.

CHRONIC LATE PAYMENT: Lessor may terminate this Lease if Lessee pays rent after the due date on three or more occasions during this Lease, and the occasions do not have to be consecutive.

APPLICATION OF PAYMENTS: Payments by Lessee to Lessor shall be applied to Lessee's account in the following manner: first to outstanding additional Charges second to outstanding legal fees and court costs legally chargeable to Lessee; third to outstanding utility bills; and fourth to rent.

UTILITIES: Lessor shall furnish the following utilities: _____
All other utilities shall be furnished by Lessee and Lessee agrees to pay the bills for same. Lessee agrees that Lessor shall not be held responsible for any interruptions in utilities service beyond the Lessor's control, or due to necessary repairs, replacements or alterations.

SECURITY DEPOSIT: Lessee agrees to pay Lessor the sum of \$ _____ (not to exceed 1½ month's rent) as a security deposit on or before the move-in date, as a condition of giving possession to Lessee. In no case is Lessor obligated to apply this security deposit to rent or other charges in arrears. If damages caused by Lessee exceed the security deposit, Lessee agrees to pay such damages upon receipt of a Notice of Damage as provided by law. The security deposit shall be deposited at: (name of financial institution) _____

RETURN OF SECURITY DEPOSIT: If some or all of the security deposit is to be returned, Lessor shall issue one check in the names of all Lessee's for the required amount, unless otherwise agreed in a writing signed by Lessor and all Lessees on this Lease.

FURNISHINGS: The premises are being leased: Furnished / Unfurnished.
The term "unfurnished" shall mean that Lessor shall provide only a stove and refrigerator, and the following: _____
All furnishings and equipment are leased in "as is" condition and shall not be removed from the premises. The term "furnished" shall mean the amount of furnishings will be determined by Lessor, and a list of furnishings may be provided at Lessor's option on an Addendum. If any furnishings are removed or damaged beyond repair, Lessee shall be responsible for the replacement cost of such furnishings. Lessee, for their own protection, shall complete an Inventory Checklist and return it to Lessor within seven days of taking possession of the premises.

Use of this form is not authorized by the Ann Arbor Area Board of REALTORS ("Board") if standard language is modified. The Board expressly disclaims any liability for the contents of this form or the manner of use. The Board further disclaims liability for any required changes due to legislative enactment or judicial decision occurring after this form was printed.

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PETS: Lessor permits: _____ domestic animal(s) on the premises. Other than protections provided by law for service animals, no other pets are allowed on the premises at any time, unless agreed in writing by Lessor.

OCCUPANCY LEVEL: The occupancy level shall be established by Lessor and shall not exceed applicable housing codes, shall be limited to not more than _____ persons, and shall further be limited to those persons who have signed this Lease or are otherwise legally authorized occupants.

JOINT AND SEVERAL OBLIGATIONS: Each Lessee under this Lease is jointly and severally liable to Lessor for the total rent due for the leased premises. Any Lessee or any number of Lessees may be held liable by Lessor if any Lessee fails to timely pay rent.

KEYS AND LOCKS: Lessor may retain a pass key to the leased premises, subject to local ordinance. Lessee shall not alter any lock or install any locking device on any door without the written consent of Lessor. If Lessee requests the exterior lock(s) of the leased premises be changed, Lessor shall modify the lock(s) so they operate with different key(s). The lock modification request must be in a writing signed by all Lessee(s) and include agreement to pay the costs of the lock modification as additional rent with the next rental payment. After receipt of the request, Lessor shall modify the lock(s) within ten (10) days. The modification may permit the use of a master key, subject to local ordinance.

ACCESS TO THE PREMISES: Except as provided by local ordinance, after a good faith effort to give notice, the Lessor, its agents or employees shall have access at all reasonable hours to the leased premises for examining or exhibiting the premises to prospective buyers or prospective residents, or for making alterations or repairs which the Lessor deems necessary. Lessor shall have access at all reasonable hours to perform repairs requested by Lessee. In an emergency, Lessor shall have immediate access without notice.

DAMAGE TO LESSEE'S PROPERTY AND INSURANCE: Lessor shall not be responsible for any form of theft, damage, loss or destruction of personal property of Lessee or its family, employees, guests, invitees, or anyone on the premises by reason of association with lessee, its family, employees, guests or invitees.

DESTRUCTION OF THE PREMISES: If the premises are injured or destroyed in whole or in part by fire or other catastrophe. Lessor shall as soon as practicable effect repairs so that they are substantially the same as they were prior to such catastrophe. In such event, the rent shall abate entirely if the entire premises are rendered untenantable, and shall abate on a pro-rata basis if a portion of the premises are rendered untenantable, until the premises are restored to a tenantable condition. If the premises are destroyed to an extent that Lessor determines in his sole discretion that repairs will take an extended length of time or Lessor determines not to restore the premises, then Lessor may, at its option terminate this lease by written notice to Lessee. There shall be no abatement of rent if the damage to the premises results from the negligence or willful act of Lessee or its family, employees, guests, invitees, or anyone on the premises by reason of association with lessee, its family, employees, guests or invitees.

QUIET ENJOYMENT: Lessee shall be entitled to the quiet enjoyment of the premises during the term of the Lease, so long as Lessee complies with the provisions of this Lease.

LAWFUL USE: Lessee agrees that Lessee and Lessee's family and guests shall use and occupy the Leased premises for residential purposes only. Lessee further agrees to refrain from any conduct that disturbs or interferes with the privacy and quiet enjoyment of neighbors.

GOVERNMENTAL REQUIREMENTS: Lessee agrees to comply with all ordinances and other procedures established by local governmental authorities, including recycling and trash removal when and where applicable. Lessee further agrees to reimburse Lessor for any cost incurred that can be attributed to Lessee's non-compliance with such requirements. These costs shall be considered additional rent, due with the Lessee's rental payment.

ALTERATIONS: Lessee shall make no alterations, additions or improvements in or to the premises without Lessor's prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards agreed to in writing in advance by Lessor. All alterations, additions or improvements to the premises made by either party shall become the property of Lessor and shall remain intact and be surrendered with the premises at the end of the term. This includes, but shall not be limited to, permitted locks, antenna, carpet, paint or any other improvements.

HOLD HARMLESS: Lessee agrees for themselves, their heirs, and executors to hold Lessor harmless from any and all damages or liability arising out of Lessee's use and occupancy of the premises, provided that such damages or liability do not result from the negligent acts or omissions of Lessor.

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TERMINATION AND RE-ENTRY: Default in any of the covenants of this lease by Lessee entitles Lessor to terminate the tenancy and re-take possession of the premises as provided by law. Lessee acknowledges that Lessor will incur certain expenses and damages in connection with retaking possession and re-leasing the premises, and Lessee shall be responsible for all lost rent until the premises are re-leased and for all damages allowed by law.

ABANDONMENT: If Lessor believes in good faith that Lessee has abandoned the premises and the current rent is unpaid, Lessor may retake possession of the premises. If Lessee has left any personal property on the premises, after abandonment, Lessor may dispose of the personal property in any way Lessor chooses. No oral agreement may alter this provision. Any cost incurred by Lessor in removing the personal property shall be reimbursed to Lessor by Lessee.

MAINTENANCE AND REPAIRS: Lessee agrees to keep, use and maintain the premises rented in accordance with applicable police, sanitary and other regulations imposed by governmental authorities. Lessee also agrees to maintain the premises in a neat and orderly manner. Lessee agrees to observe all reasonable regulations and requirements of underwriters concerning use and condition of the premises tending to reduce fire hazards and insurance rates, and if such requires repair, Lessee shall pay for repair caused by Lessee, his/her family, employees, guests, invitees or anyone on the premises by reason of association with the Lessee, his/her family, employees, guests or invitees. Lessor may require Lessee to pay for such repairs before they are made. Lessor agrees to make all necessary exterior and structural repairs to the premises and electric, gas, plumbing and heating systems, if any, which may become necessary. Lessee agrees not to hold Lessor responsible for failure to repair unless Lessee has notified Lessor of the need for repair in writing and a reasonable amount of time has passed after such notice.

MOLD AND MOISTURE ACCUMULATION: Lessee shall remove visible moisture accumulation on the premises, including walls, windows, floors, ceiling, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels. Lessee shall promptly notify Lessor in writing of any of the following:

- (i) A water, leak excessive moisture, or standing water inside the Leased Premises;
- (ii) A water leak, excessive moisture, or standing water in any community common area;
- (iii) Mold growth on the premises that persists after Lessee has tried several times to remove it with household cleaning solutions;
- (iv) A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.

Lessee shall be liable to Lessor for damages sustained to the Leased Premises or to Lessee's person or property as a result of Lessee's failure to comply with the terms of this provision. Violation of this provision shall be deemed a material violation under this lease, and Lessor is entitled to exercise all rights and remedies against Lessee.

ENTIRE AGREEMENT: This Lease and any and all addenda executed between the parties constitute the entire agreement between Lessor and Lessee and may not be altered, amended or changed in any manner unless in writing signed by all parties. Lessee acknowledges and agrees that no oral promises, representations or agreements have been made.

SEVERABILITY: If a clause or provision of this Lease is found by a court to be invalid, such finding shall not invalidate any of the other clauses or provisions of this Lease.

BINDING EFFECT: "Lessee" when used in this Lease includes either singular or plural, masculine or feminine. "Lessor" means Lessor and its duly authorized agents. This Lease shall be binding jointly and severally upon the parties and their heirs, executors, administrators, successors, legal representatives and assigns.

NO HOLD-OVER OCCUPANCY: No hold-over occupancy is permitted without Lessor's permission. Any person who refuses to vacate the premises at the expiration of the specified lease term may be evicted without further notice as allowed by law.

HOLD-OVER TENANCY: If Lessee continues in possession of the leased premises with Lessor's consent, then such holdover shall operate as an extension of the Lease from month to month only. In such an event, all terms and conditions of this Lease Agreement, except for those pertaining to the term, shall remain in effect.

DELAY OF POSSESSION: Possession of the premises is not guaranteed until Lessor deems the premises ready for occupancy. Lessor shall not be liable to Lessee for any delay in possession of the premises due to causes beyond its direct control.

PARKING: Lessee shall be allowed to park not more than ____ vehicles in the parking space designated for Lessee parking. Even if parking is provided, Lessor does not guarantee the availability of parking for Lessee or his or her guests. Only two and four wheel motorized vehicles are permitted. Trucks, trailers, and boats are expressly prohibited. Storage of vehicles or disuse of them is prohibited and can result in Lessor towing said vehicles with Lessee paying for all resulting charges as additional rent.

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ICE AND SNOW REMOVAL: Lessee shall be responsible for ice and snow removal.

LANDSCAPING: Lessee shall be responsible for cutting grass and landscaping.

SMOKE DETECTORS: Lessee agrees not to disarm or remove batteries from smoke detectors. Lessee agrees to replace batteries as necessary and to leave a working battery in the smoke detector at the end of the Lease term.

CONTROLLED SUBSTANCES: This Lease may be terminated if Lessee, a member of the Lessee's household, family, employees, guests, invitees, or anyone on the premises by reason of association with lessee, its family, employees, guests or invitees, has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. Lessor may terminate the tenancy by giving Lessee a written seven-day Notice to Quit. This subsection applies only if a formal police report has been filed by Lessor regarding the unlawful activity on the leased premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in Schedule 1, 2 or 3 pursuant to Sections 7211, 7212, 7213, 7214, 7215 and 7216 of Act No. 368 of the Public Acts of 1978, being Sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the Michigan Compiled Laws.

TERMINATION OF TENANCY UNIT CONDITION: Lessee agrees to return possession of the premises at the end of its possession in clean condition free and clear of trash and debris. This obligation is contractual and Lessee's security deposit shall not be used to offset Lessee's obligation hereunder.

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.

ACCORDING TO STATE STATUTE YOU MUST NOTIFY YOUR LANDLORD IN WRITING 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.

LESSEES ARE ENCOURAGED TO INSURE PERSONAL PROPERTY.

ALL PARTIES MAY WISH TO SEEK THE ADVICE OF AN ATTORNEY.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING, AND SIGN VOLUNTARILY AND WITH UNDERSTANDING OF THE TERMS HEREIN.

Lessee: _____ Date: _____
Name: _____

Lessor: _____ Date: _____
Name: _____

Lessee _____ Date: _____
Name: _____

Lessee: _____ Date: _____
Name: _____

**LEASE ADDENDUM FOR
PROPERTIES IN THE CITY OF ANN ARBOR
ANN ARBOR AREA BOARD OF REALTORS**



By execution of this lease, resident acknowledges receipt of *Rights and Duties of Tenants*, a booklet provided by the City of Ann Arbor. The following information is required by City charter.

“Some things your landlord writes in the lease or says to you may not be correct representation of your rights.”

“Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or form our own union. Such duties may include the duty to pay rent and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.”

“Additionally some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.”

YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOU HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL 100 N. FIFTH AVE.

Lessee: _____ Date: _____
Name: _____

Lessor: _____ Date: _____
Name: _____

Lessee: _____ Date: _____
Name: _____

Lessee: _____ Date: _____
Name: _____