

LEASE AGREEMENT

Meadow View Apartments

THIS LEASE AGREEMENT is entered into on the 1st day of _____, between ANTRIM COUNTY, LANDLORD, and _____, TENANT, for a dwelling unit identified as Apt. # _____, and one storage room located at the following address: 4541 South M-88 Highway, Bellaire, Michigan.

IT IS AGREED THAT:

1. **Term.** The initial term of this Lease is one year, beginning on _____ 1st 2017, and ending on _____, 2017, with automatic renewals as specified on Section 12, or until terminated in accordance with Section 13.

2. **Rent.**
 - a. The Rent established for the dwelling unit is \$ _____ per month.
 - b. TENANT must pay the rent in advance on or before the first calendar day of each month to LANDLORD'S Manager's Office at: 4541 South M-88 Highway, Bellaire, Michigan, or to any other person or at any other address if LANDLORD requests TENANT to do so in writing. Any payment of rent due from TENANT that is received after the 10th calendar day of the month in which it is due shall be subject to a late charge of \$10.00 for administrative costs.
 - c. The rent includes the cost of the following utilities: heat, and hot and cold water. LANDLORD agrees to furnish these utilities to TENANT at reasonable times and in reasonable amounts at no additional charge to TENANT. TENANT shall be responsible for the payment of all other utilities, such as: telephone, electricity and cable.

3. **Changes to Lease.**
 - a. LANDLORD may change a provision of this Lease after its commencement without the written consent of TENANT for the following types of adjustments, to be effective upon thirty (30) days advance written notice to TENANT:
 - i. Changes required by federal, state or local law or rule or regulation.
 - ii. Changes in rules relating to the property that are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests.
 - iii. Changes in the amount of rental payments to cover additional costs in operating the rental premises incurred by the LANDLORD because increases in ad valorem property taxes, charges for the electricity, heating fuel, water, or sanitary sewer services consumed at the property, or increases in premiums paid for liability, fire, or worker compensation insurance.

4. **Members of Household and Occupancy.** As of the date of this Lease, TENANT'S household includes the following persons and only those listed may live in the unit:

Name

Relationship

TENANT agrees that except for the person(s) listed above, no other persons will be permitted to join TENANT'S household without the prior written approval of LANDLORD.

5. **Tenant's Agreement with Landlord.** TENANT agrees to:

- a. Pay TENANT'S monthly rent promptly when due, without any obligation on the part of the LANDLORD to demand it each month.
- b. Keep the dwelling unit and all common areas inside and outside the building in a clean and sanitary condition, and comply with all applicable health laws, and to save LANDLORD harmless from all fines, penalties, and costs for violations or noncompliance. All garbage and other refuse must be wrapped or placed in bags and refuse shall be placed in the trash room or stored and disposed of in the ways and at the times specified by LANDLORD;
- c. Permit LANDLORD, or LANDLORD'S agents, or any representative, or when authorized by LANDLORD, the employees of any contractor, or utility company, to enter the dwelling unit for the purpose of making reasonable inspections, repairs, maintenance and other like purposes, which shall be made at reasonable times and, except in cases of emergency (which are defined as danger to life or serious danger to property), with notice to TENANT. In no case shall an entry include TENANT'S personal property;
- d. Comply with the rules and regulations governing the use of common facilities and to give up the privilege of using the facilities for failure to comply with such rules and regulations; and, be responsible for damage to the structure or interiors of the facilities due to the lack of proper supervision of TENANT'S dependents or guests;
- e. Not use the dwelling unit for any purpose deemed hazardous by an insurance company carrying insurance on the Meadow View Apartments;
- f. Not install a washing machine, dryer, dishwasher, or air-conditioning unit in the dwelling unit without prior approval of LANDLORD; and, there may be an additional charge;
- g. Make no changes in any fixture, or wiring within the dwelling unit.
- h. Not make alterations, additions or improvements to the dwelling unit such as painting, decorating, changing locks, installing wall coverings, nor placing fixtures, signs or fences in or about the dwelling unit without the prior written permission of LANDLORD. If permission is obtained, TENANT also agrees to remove any decorations, fixtures, signs, or fences, **without damage to the dwelling unit** upon moving out, if requested to do so by LANDLORD. Tacks or nails may be put on the walls for decorative purposes only as long as they do

not cause structural damage and TENANT removes them and repairs any holes before moving out of the dwelling unit;

- i. Not have animals or pets of any kind in the dwelling unit;
 - j. Not occupy more than 1 parking spaces, nor park or drive any vehicle or trailer on landscaped surfaces;
 - k. Not create or permit an unreasonable amount of noise in the dwelling unit;
 - l. Not waste utilities furnished by LANDLORD, nor use utilities or equipment for any improper or unauthorized purpose;
 - m. Not assign this Lease, sublet the dwelling unit, give accommodations to any roomers or lodgers, or allow other family members or visitors to stay in the unit for more than two (2) weeks in any calendar year without the written consent of LANDLORD, or permit the use of the dwelling unit for any purpose other than as a private dwelling solely for TENANT; and,
 - n. Not permit any person other than the household members listed in Section 3 to live in the dwelling unit. For purposes of this Lease, any person spending more than three (3) nights per week in the unit on a regular or repeated basis will be considered to live in the dwelling unit.
6. **Landlord Not Responsible.** LANDLORD shall not be responsible for fire, theft, or damage to TENANT'S personal effects or property in the dwelling unit, parking lot, laundry, storage room, or any portion of Meadow View. It is recommended that TENANT consider and purchase renter's insurance for TENANT'S personal property. This provision shall not be deemed to exempt LANDLORD'S liability from the LANDLORD'S failure to perform, or negligent performance of, a duty imposed by law, except as provided for in M.C.L.A. 554.633(e).
7. **Condition of Dwelling Unit.** TENANT, by execution of the Inventory Checklist, acknowledges that the dwelling unit is in satisfactory condition, and that LANDLORD will not be required to clean, re-carpet, re-paint, re-plaster, or otherwise perform any other work unless specifically noted on the Inventory Checklist and Condition Report, and agreed to by LANDLORD, or unless required by Michigan or local law.
8. **Reasonable Wear and Tear.** TENANT agrees that when he / she moves out of the dwelling unit, he / she will turn the dwelling unit over to LANDLORD in as good condition as when TENANT moved in, reasonable wear and tear excepted. TENANT will not be responsible for damage resulting from reasonable wear and tear; however, TENANT agrees to pay for the cost of any cleanup, repairs, or replacements needed due to the carelessness, neglect, or unreasonable use of the dwelling unit by TENANT or TENANT'S household members or visitors. If TENANT fails to pay LANDLORD for any such costs within thirty (30) days of notice from LANDLORD, TENANT'S failure to pay will be considered material noncompliance with the Lease and may be grounds for termination and eviction.

**NOTICE TO TENANT: YOU MUST NOTIFY YOUR LANDLORD
IN WRITING WITHIN 4 DAYS AFTER YOUR 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.**

(This Notice must be in bold-face type at least 4 points larger than the type used for the body of the Lease. It is shown in 16-point bold type.)

9. **Security Deposit.** TENANT makes a security deposit of \$200.00, to be used by LANDLORD for repair of any damage to the dwelling unit caused by TENANT or TENANT'S family or visitors, or for unpaid Rent or other amounts owed under this Lease. LANDLORD MAY NOT REQUIRE A SECURITY DEPOSIT THAT EXCEEDS THIS AMOUNT.

10. **Location of Security Deposit.** The security deposit required of you will be deposited in the following regulated financial institution:

_____ Alden State Bank _____

11. **Landlord's Agreements with Tenant.** LANDLORD, agrees as follows:

- a. The dwelling unit and all common areas are fit for the use intended by the parties to this Lease;
- b. The dwelling unit will be kept in reasonable repair during the term of this Lease to provide decent, safe and sanitary housing and to comply with applicable Michigan and local health and safety laws EXCEPT when the disrepair or violation of health and safety laws has been caused by the willful or irresponsible conduct or failure to act of TENANT or TENANT's family members or visitors;
- c. Not to discriminate against TENANT in the provision of services, or in any other manner, on the grounds of race, age (unless with respect to a senior citizen housing program), color, religion, sex, marital status, familial status, national origin, height, weight or handicap;
- d. During the term of this Lease, TENANT shall have and enjoy the sole use of the dwelling unit covered by this Lease; and,
- e. To provide the following services and maintenance: to range and refrigerator.

12. **Automatic Renewal of Lease.** Unless terminated as provided in this Lease, this Lease shall be automatically renewed for successive terms of one month. Rent will continue to be payable in advance, without demand, on the first day of each successive month. At LANDLORD'S option, TENANT may be required to sign a new one-year lease upon termination rather than TENANT'S tenancy becoming month-to-month.

13. Termination of Lease.

- a. **By Tenant.** At any time after the end of the initial lease term or any automatic renewal term, TENANT may terminate this Lease by giving LANDLORD at least thirty (30) days' written notice before moving from the unit. If TENANT does not give the full thirty (30) days' notice, TENANT shall be liable for rent for the whole thirty (30) days following notice to LANDLORD, or for every day until is re-rented, whichever is less.

TENANT may terminate this Lease upon 30 days' written notice to LANDLORD if TENANT becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

- b. **By Landlord.** LANDLORD may terminate this Lease for:
- i. TENANT'S material noncompliance with the terms of this Lease;
 - ii. TENANT'S material failure to carry out obligations under Michigan's Landlord-Tenant laws;
 - iii. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development or the units occupied by other tenants; that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of Meadow View; or that threatens the health, or safety of any on-site property management staff responsible for managing Meadow View, whether such criminal activity is engaged in by TENANT, any member of TENANT'S household or family, or their visitors or guests; or.
 - iv. Other good cause.

The term **material noncompliance** shall include but is not limited to:

1. The nonpayment of rent or other amounts owed by TENANT to LANDLORD beyond any grace period available under Michigan Law;
2. One or more substantial violations of the Lease;
3. Repeated minor violations of the Lease that:
 - a. Disrupt the livability of Meadow View;
 - b. Adversely affect the health or safety of any person or the right of any tenant to the quiet environment of Meadow View or the unit occupied by the tenant or related Meadow View facilities;
 - c. Interfere with the management of Meadow View;
 - d. Have an adverse financial effect on Meadow View;
 - e. If TENANT pays rent or any other amount owed under the Lease after the due date, but within the grace period permitted under Michigan Law, this late payment constitutes a minor violation;
4. Permitting persons other than those listed in Section 3, to live in the dwelling unit, or allowing other family members or visitors to stay in the dwelling unit for more than two (2) weeks in any calendar year.

- 5. Use of the unit for any purpose other than a private dwelling;
- 6. Serious or repeated damage to the dwelling unit or common areas;
- 7. The creation of hazardous conditions;
- 8. Serious or repeated interference with the rights and quiet enjoyment of other tenants;

14. **Termination Procedures.** In order to terminate this Lease, LANDLORD must deliver a termination notice to TENANT that contains the following:

- a. A specific date for the termination of this Lease;
- b. The grounds for the termination stated with enough detail for TENANT to prepare a defense;
- c. A statement advising TENANT that he / she shall have an opportunity , if he / she so desires, to discuss the proposed termination of this Lease with LANDLORD in advance of the date set for the termination of the Lease. If TENANT requests a meeting in order to discuss the proposed termination, LANDLORD agrees to meet with TENANT for that purpose; and,
- d. A statement that TENANT has the right to present a defense in court against LANDLORD’s action to terminate this Lease. In the event that LANDLORD ultimately pursues a legal action to terminate the Lease, LANDLORD agrees to rely only on those grounds listed in the notice of termination sent to TENANT.

In addition to the above, the notice of termination must be in accordance with Michigan Law.

15. **No Waiver.** Failure of LANDLORD to enforce or demand strict performance of the terms, covenants, agreements and conditions contained to this Lease, or any of them, shall not constitute or be construed as a waiver or relinquishment of LANDLORD’S right to enforce such term, covenant, agreement or condition which shall remain in full force and effect, whether or not enforced.

16. **Modifications.** No modifications of the Lease shall be binding upon LANDLORD or TENANT unless agreed upon by both parties in writing **AND** approved by resolution of Antrim County Board of Commissioners or its designated agency. No manager, agent, representative, officer or other employee of LANDLORD or Antrim County has the authority to make any changes or additions to the type written part of this Lease, except to fill in the blanks as required in the first paragraph, Section 1, Section 2 a, Section 3, Section 4 j, Section 8 and Section 9.

Initials of Tenant

Initials of Tenant

17. **No Representations.** This Lease constitutes the entire understanding between the LANDLORD and TENANT. There are no other representations, warranties, covenants or understanding between LANDLORD and TENANT. No manager, agent, representative, officer or other employee of LANDLORD has authority to make, or has made, any oral agreement or representation, modifying or supplementing the terms and condition of this Lease. TENANT acknowledges there are no other oral or written representations, warranties, covenants or understanding and has not related upon

any statements made by LANDLORD or any other person, manager, agent, representative, officer or other employee of LANDLORD except those contained in this Lease.

Initials of Tenant

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18. This Lease is made in a manner to comply with all Michigan Statutes relative to rental agreements. If any provision were deemed by a court of law to violate a statute, such violation would be deemed inadvertent. If a provision is found to be so violated, the provision shall be void and severed from the Lease, and the balance of the Lease shall remain in full force and effect.

19. **Notices.** The name and address at which notice required under the Truth In Renting Act, the Security Deposit Act or other notices that shall be given to LANDLORD is:

MEADOW VIEW APARTMENTS
MANAGER'S OFFICE
4541 South M-88 Highway
Bellaire, MI 49615

Any written notices required to be given under this Lease will be considered effective as of the date of actual delivery, if hand delivered, or if by mail, on the third day following deposit into the U.S. Mail with proper postage affixed.

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.

LANDLORD AND TENANT NOW SIGN THIS LEASE AGREEMENT ON THE DATE GIVEN ABOVE.

TENANT SIGNATURE

DATE

(SPOUSE / CO-TENANT) SIGNATURE

DATE

BY:

SIGNATURE OF MANAGEMENT AGENT
AUTHORIZED EMPLOYEE