

[REDACTED]

[REDACTED]

1. Tenancy and Financials

1.1 LANDLORD

[REDACTED]

1.2 TENANTS

[REDACTED]

1.3 ASSIGNMENT

[REDACTED]

1.4 LEASE TERM

The residential lease covers a term beginning on 08/09/2021 and ending on 08/07/2022 .

1.5 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.

1.6 JOINT AND SEVERAL TENANCY

If more than one person signs this lease as a Tenant their obligations are joint and several. This means that each person is responsible not only for paying their individual obligations, but also for the obligations of all other Tenants. This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others.

1.7 RENT

Tenant must pay Landlord, as rent for the entire lease term, a total of \$19,620.00, being \$1,635.00 each month, due on or before the 1st day of each month. Rent must be paid to the Landlord online or by mailing a check to [REDACTED]

1.8 LATE PAYMENTS

Units not paying the full balance due for rent each month will be subject to a \$50 late fee. This includes payment with a deficient (bounced) check or payments declined for non-sufficient funds.

1.9 SECURITY DEPOSIT

Tenant must pay Landlord \$1,635.00 which Landlord holds as a security deposit for the Tenant's performance of all the terms of this lease as permitted by MCLA 554.607. Security deposits are held at The Miners State Bank, 1203 Ridge Road, Houghton MI 49931. This deposit must be paid within two weeks of the lease being offered (starting 11/16/2020) . Tenant may not move into the unit until the security deposit has been paid. The security deposit cannot be used by Tenant as payment towards the final month's rent.

Tenants renewing their lease may roll over the previous security deposit.

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.

1.10 CLEANING FEE

As part of the initial security deposit, \$250 is designated as a cleaning fee. This fee does not cover any damage(s) to the property and is only refundable upon satisfactory cleaning at the termination of the lease agreement.

1.11 OCCUPANCY

Only the persons who sign this lease may reside at the premises. No guests are permitted in the premises more than 3 consecutive overnight stays or for more than 14 total days in an apartment in any lease year without written permission from the Landlord.

1.12 UTILITY OBLIGATIONS

Included in the monthly rent cost are the following Landlord-paid utilities: heat, gas, water, sewer, trash removal, plowing, parking, and lawn care

Tenants will set-up and pay for their own electricity (required) and any television, cable, or internet services (optional).

Tenant understands that Landlord does not guarantee that there will be no interruption of utility services during the term of this Lease. In situations beyond the Landlord's control they will work with the utility companies to restore service as quickly as possible.

1.13 LANDLORD-PAID UTILITIES

This section is applicable for Landlord-paid utilities as defined in Section 1.12 of this agreement. Tenant agrees to pay any overage in Landlord-paid utilities if the use exceeds the following per-occupant cap of the property: monthly gas bill of \$15/occupant and monthly water/sewage bill of \$25/occupant. In such case the associated bill would be due to the Landlord with the next month's rent. If there is not individual metering of utilities the overage will be split per occupant of the building. If there is a obvious waste of utilities caused by a Tenant (e.g. leaving a window/door open in cooling/heating periods, leaving water running unattended, leaving lights on unattended) an appropriate fee will be charged to the responsible party and payable with the following month's rent. Normal usage of Landlord-paid utilities should not result in an overage cost.

1.14 TENANT-PAID UTILITIES

This section is applicable for Tenant-paid utilities as defined in Section 1.12 of this agreement. These utilities must in the name of a Tenant for the full duration of the lease. If Landlord receives the bill for any utility that should be in a Tenant's name and/or paid for by the Tenant there will be a \$25 fee charged to the Tenant payable with the following month's rent.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
[Redacted Signature]

2. Policies and Procedures

2.1 CONSENT TO ELECTRONIC DELIVERY

Tenant gives consent for electronic delivery of documents including financial transactions, judicial forms, and general notices. A paper copy of any documents delivered electronically will be provided by request.

2.2 PARKING

Parking is for registered vehicles with the proper parking permit only. Tenants must register for a new permit each year. Each Tenant may register one vehicle. Unregistered vehicles parked in the lot will be towed. Landlord may require Tenants to move vehicles for plowing with proper notice given.

2.3 PLOWING

If vehicles must be moved to clean and remove snow a notices will be sent via email and posted at building entrances. Vehicles will be towed at the vehicle owner's expense if a notice has been posted and the vehicle is not removed.

2.4 STORAGE

Storage lockers are labeled by apartment number. Do not use storage lockers for other apartments. Do not leave items out in storage rooms. Tenants must provide their own locks. Tenants should not keep or store any of the following items in their assigned storage locker: gasoline or gas tanks, paint or spray cans, motorized vehicles of any kind, any flammable items, or newspapers.

2.5 KEYS/LOCKS

Tenant will receive one apartment key per occupant and one mailbox key per unit from the Landlord. Tenant must return all keys on or before the last day of the lease or be charged \$100 per missing key. If the Tenant loses a key the Landlord will provide a replacement key and may charge Tenant \$100. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent. If a tenant is locked out of their unit or mailbox they may call the Landlord for access and Landlord may charge a \$50 lockout fee.

2.6 MAILING ADDRESS

Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent \$100 effective immediately the month following the first use by any non-tenant.

2.7 ALTERATIONS

Tenant must not alter the premises (e.g. painting, wallpapering, installing locks) without the Landlord's written consent. Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear as defined in this contract.

2.8 SLEEPING ROOMS

Basements, attics, closets, and other rooms must not be used as sleeping rooms if they do not comply with the requirements of the local ordinance.

2.9 UNLAWFUL ACTIVITY

Tenant shall follow all applicable local, state, and federal laws. Tenant, Tenant's guest, or other person under Tenant's control shall not engage in illegal activity on the premises or near enough to adversely affect it or other residents. Tenant agrees to compensate Landlord should Landlord's property be seized, confiscated, forfeited, or damaged by any law enforcement agency as a result of unlawful activity.

2.10 ILLEGAL DRUG USE

Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of the provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this lease under the provision.

2.11 ANIMALS

Dogs, cats, and other animals are not allowed on the premises, even temporarily.

2.12 LANDLORD'S RIGHT OF ENTRY

Landlord or Landlord's agent may enter the premises at reasonable times, typically with 24-hour notice to the Tenant, to examine, protect, or show prospective renters and purchasers. Landlord is not required to give Tenant prior notice in emergency situations or when entering to make requested repairs or alterations.

2.13 PUBLIC AREAS

Tenants must not cause damage, leave trash, or otherwise vandalize common areas such as parking lots, entrances, vestibules, hallways, stairwells, or elevators.

2.14 SUBLET AND ASSIGNMENT

Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). Tenant must obtain a Sublease Agreement from Landlord to complete with their sublessee. Signed agreements must be returned to the Landlord for final approval.

Tenants are not allowed to post or rent their unit through Airbnb or other vacation/short-term rental businesses.

2.15 RENTER'S INSURANCE

Tenants are strongly advised to carry renter's insurance on their personal property (e.g. clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property.

2.16 BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION

If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. Lease termination by Landlord is not a waiver by Landlord of any fees or penalties imposed by this Lease for such breach or any damages incurred due to the breach. All remedies are cumulative. If Landlord violates any term of this lease, Tenant may terminate the tenancy.

2.17 ENFORCEMENT OF LEASE PROVISIONS

Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.

2.18 VIOLATION OF LEASE PROVISIONS

Tenant shall not commit or permit any violation of the lease provisions or relevant law. Violation of any lease provision may result in fines assessed to the unit or for appropriate action to be taken by the Landlord and Management. Violations are considered a breach of contract which allows landlord to all remedies up to and including lease termination.

By initialing below, you acknowledge and agree to the terms in Section 2.

X

3. Furnishings, Maintenance, and Use of the Premises

3.1 CONDITION OF PREMISES AT THE BEGINNING OF TENANT OCCUPANCY

Tenant must complete a unit condition inspection within 48 hours of taking possession of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, the appliances, and furnishings in good condition. The inspection is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.

3.2 APPLIANCES PROVIDED

Tenant must not remove or loan any item provided with the premises. Tenant must not permit any non-tenant to use any Landlord-provided appliance. Landlord will provide the following items:
washer, dryer, dishwasher, fridge, stove/oven, and microwave .

3.3 SMOKE DETECTORS

Landlord must install smoke detectors as required by law. The premises contain smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction. If any smoke detector is removed or otherwise disabled there is a \$50.00 fee.

3.4 REPAIRS AND MAINTENANCE

Landlord must provide and maintain the premises in a safe, habitable, and fit condition. For non-emergency maintenance requests Tenant should enter the request through their Tenant Portal on the HOCH website. In emergency maintenance situations such as a heat outage, electrical outage, severe water leak, or lack of hot water, Tenant should call the emergency maintenance number at 906-281-6126. Tenant should first call 911 then notify the emergency maintenance number of any gas leak, fire, or severe structural damage.

Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g. heating, air conditioning, plumbing, windows and doors).

Tenant should not make any repairs to the premises without prior written consent of the Landlord.

3.5 REPAIRS DUE TO TENANT'S NEGLIGENCE

Damage to the premises (including to fixtures, appliances, plumbing, heating, or electrical components) caused by Tenant negligence, or negligence by their guests or invitees, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay repair costs due to Tenant's negligence or intentional misconduct. If Tenant fails to do so, non-payment will be a breach of this lease and entitle Landlord to all remedies.

3.6 PIPE-FREEZE PREVENTION

If Tenant plans to be away from the premises for any length of time during the cold season the heat must be left on and the windows closed to avoid broken pipes and water damage.

3.7 USE OF THE PREMISES

Tenant must use the premises for private residential purposes only. No commercial activity of any type may be conducted from the premises. Tenant must **not** do any of the following or allow someone else to do any of the following:

- Harass, annoy, or endanger any other Tenant or their guest
- Create any excessive noise or other nuisance, including loud music, parties, odors, or electronic interference
- Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase
- Set the thermostat below 55° or turn the thermostat off in the winter
- Deface or damage, or allow another to deface or damage, any part of the premises
- Change the locks or install any additional locks or bolts without Landlord's written consent
- Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises
- Keep or store any of the following items in the building: Gasoline or gas tanks, motorized vehicles of any kind, waterbeds or other heavy items, or additional major appliances such as a freezer, refrigerator, space heater, or washing machine
- Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes
- Dispose of improper items down any drains, sinks, or toilets
- Install any antenna or satellite without Landlord's written consent
- Exceed the normal capacity of any fixture, appliance, electrical, or mechanical component or use in an unsafe or improper manner
- **SMOKING OF ANY KIND (INCLUDING ELECTRONIC CIGARETTES AND VAPING) IS NOT ALLOWED IN ANY PART OF THE BUILDING. A \$500 FEE WILL BE ASSESSED TO ANY UNIT SHOWING EVIDENCE OF SMOKING EFFECTIVE IMMEDIATELY UPON DISCOVERY. IN ADDITION, SMOKING OR ALLOWING SMOKING IS A BREACH WHICH ALLOWS LANDLORD TO ALL REMEDIES ON BREACH INCLUDING LEASE TERMINATION.**

3.8 CLEANLINESS

Tenant must keep the unit clean, including all appliances and fixtures. Tenant should maintain the unit in a manner that prevents the occurrence of an infestation of mold or mildew. Immediately clean up and dry any water that spills from any water source and remove visible moisture accumulation from floors, walls, ceilings, windows, and other surfaces. Tenant must remove garbage and other waste from the unit in a clean and safe manner and properly dispose of it. Tenant should not litter or leave trash in the common areas of the building or the exterior of the property.

3.9 QUIET ENJOYMENT

In exchange for Tenant's timely payment of rent and performance of all terms of this lease, Landlord must provide quiet enjoyment of the premises throughout the tenancy.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
████████████████████

4. End of Lease

4.1 END OF LEASE TERM

When the lease ends, Tenant must promptly vacate the premises, remove all personal property, and return all keys. Tenant must dispose of all trash and leave the premises and all appliances and fixtures clean. It is the Tenant's obligation to provide a forwarding address to the Landlord within four days of the lease end date (MCL 554.611). Tenants who do not provide a forwarding address within forty-five days of the lease end date will forfeit the full amount of their deposit (MCL 554.613).

4.2 RENEWAL

This lease agreement does not automatically renew at the end of the term. All parties will need to sign a new agreement in order to activate a renewal term.

4.3 CONDITION OF THE PREMISES AT THE END OF TEANANT'S OCCUPANCY

At the end of Tenant's occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear as defined in this agreement. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of the end of this contract, an itemized list of damages for which the security deposit may be used (if the Tenant has given a forwarding address). Any excessive cleaning costs over and above the cleaning deposit will be billed at \$35/hour.

4.4 REASONABLE WEAR AND TEAR

Examples of reasonable wear and tear include, but are not limited to, the following:

- Minor scuffing on walls, doors, or baseboards that can be fixed with washing
- Minor fading in painted surfaces due to age
- Minor fading or "traffic patterns" worn into the carpet or flooring
- Loose fixtures such as door knobs or light fixtures, or burnt out light bulbs

4.5 UNREASONABLE WEAR AND TEAR

Examples of what is NOT reasonable wear and tear include, but are not limited to, the following:

- Damages to walls, doors, floors, or ceilings that require spackle, painting, or fixing beyond cleaning
- Any markings on surfaces that require painting, or chipped, burned, or stained counter tops
- Clogged drains, broken faucets, broken or misused plumbing fixtures, stained toilets, sinks or vanity tops, or missing or broken shower rods
- Missing fixtures of any type (lighting, plumbing, fire extinguishers, etc)
- Stained carpets, chipped or gouged flooring
- Inoperable doors, door handles, locking mechanisms, or broken appliances
- Cook tops that are seared beyond repair
- Water stains from doors/windows being left open or the improper use of shower curtains or sinks or mold/mildew in bathrooms

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
████████████████████

[REDACTED]

[REDACTED]

5. Sign and Accept

5.1 CHANGES TO THE LEASE

This lease, and any additional pages and regulation incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this lease must be in writing, signed by all parties.

5.2 TIMELINE

Starting on the day the lease is offered (11/16/2020) Tenant has one week (seven calendar days) to sign the lease and two weeks (fourteen calendar days) to pay the security deposit (Section 1.9). If the lease offer is not signed in that time frame the lease may be voided.

5.3 ACKNOWLEDGMENT

Tenant understands that a lease is a legally binding document and that by signing they agree to fulfill all terms of the lease, financial and otherwise.

5.4 SIGNATURE

By signing this lease agreement Tenant acknowledges that they have read it, understood it, and voluntarily agree to it. Further, each person is mentally competent and 18 years or older.

X _____
Lessee [REDACTED]

X _____
Lessor