

Main St. Townhomes / MARKET LEASE AGREEMENT

1. **PARTIES:** THIS LEASE AGREEMENT ("Lease") is made this **Date:** _____ between
Tenant(s) _____

and Main St. Townhomes ("Landlord") whose address is: 4514 West Main Street Kalamazoo, MI 49006

2. **PREMISES:** In consideration of (a) Tenant(s) rental application, and (b) the payment of the rent and performance of the other provisions of this Lease, Landlord leases to Tenant the "premises"),

Located at: _____ **Kalamazoo, MI 49006.**

3. **OCCUPANCY: ONLY THE FOLLOWING INDIVIDUALS MAY OCCUPY THE PREMISES:**

Name

_____ **Co-Head**
_____ **Co-Head**
_____ **Co-Head**
_____ **Co-Head**
_____ **Co-Head**
_____ **Co-Head**

4. **TERM:** The term of this Lease is for _____ months commencing:

Month: _____ **Day:** _____ **Year:** _____ and ending on

Month: _____ **Day:** _____ **Year:** _____

5. **RENT:** The rent shall be \$ _____ **per month** payable in advance on or before the first calendar day of each month at 4514 West Main Street Kalamazoo, MI 49006 to Landlord or to such other person or persons as Landlord may designate. Rent needs to be paid in the form of one check from each unit, unless otherwise approved by Landlord. The Landlord upon 30 day written notice to the Tenant may increase the rent.

6. **LATE CHARGE AND RETURN CHECK CHARGE:** Any payment that is made on or before the 1st of each month, will receive a **\$50.00** rental credit, if the payment is received in one check, and if no other specials were approved by the Landlord. Any payment due to be made by the Tenant(s) which is received after the fifth (5) calendar day of the month in which it is due shall be subject to a late charge of **\$35.00**. In addition, a **\$35.00** processing fee will be charged for any check, which is returned because of insufficient funds, a closed account or any other cause. Landlord shall have the right to require payment of the monthly rent to release the returned check by money order, certified check or cashiers check. Rent shall not be considered paid until it is actually received by Management.

7. **UTILITIES:** The rent shall include the cost of the following utilities: INTERNET, BASIC CABLE, AND REFUSE REMOVAL. Landlord covenants and agrees to furnish these utilities to the Tenant at reasonable times and in reasonable amount. The Tenant shall be responsible for the payment of all other utilities, including; GAS, ELECTRIC, WATER, AND SEWER. The Tenant shall be responsible for snow removal on steps/walks/porches, light bulb replacements, and smoke detector replacement batteries. There will be a \$35.00 per hour charge for all damage repairs.

8. **WRITTEN NOTICE:** Beyond the ending date of a fixed term lease, or in the case of an open-ended lease, the lease continues until written notice of termination is given by either party, unless a different agreement is established in writing. The right to possession and the obligation for rent will continue until the date of written notice of termination.

- 9. JOINT AND SEVERAL AGREEMENT:** All tenants who sign this lease are jointly and severally responsible for the payment of rent to the landlord and for damages caused to the rental unit this includes, but is not limited to (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms and conditions of the contract by one or more of the Tenants shall be considered a failure of all Tenants to meet the terms and conditions of the contract, and shall make all equally responsible.
- 10. DEPOSIT:** The Tenant shall make a security deposit of \$ _____ which shall not exceed one and one-half month's rent, exclusive of utilities paid by the Tenant, to be used to reimburse Landlord for actual damage to the premises caused by the Tenant and Tenant's family, guests or agents, that are the direct result of conduct not reasonably expected in the normal course of habitation; and to be used to pay Landlord for all rent in arrears under this Lease Agreement, for any rent due for premature termination of this Lease by the Tenant, and for utility bills not paid by the Tenant. The Tenant's liability for damages and rent at move out is NOT limited to the amount of deposit. Pursuant to Section 3 of Act 348 Public Acts of 1972, the Tenant's security deposit is on deposit with the following regulated financial institution: NATIONAL CITY BANK, 5299 West Main Street, Kalamazoo, MI 49006. The security deposit will be disbursed in the form of one check per unit, with all Tenant(s) names listed on the check.
- 11. NOTICE:** YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.
- 12. INVENTORY CHECKLIST:** Michigan Public Act 348. The Landlord shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The Tenant is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior Tenant(s). The Tenant shall note the condition of the unit and the furnishings and return a copy to the Landlord within seven (7) days after receiving possession.
- 13. NOTICE OF DAMAGES:** Michigan Public Act 348. In case of damage to the rental unit attributable to the Tenant or other obligations against the deposit, the Landlord shall mail to the Tenant within thirty (30) days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant must respond to the Landlord's claim in writing within seven (7) days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the Landlord may commence action in court within forty-five (45) days after termination of occupancy. The Landlord shall not be entitled to retain any portion of the security deposit for damages claimed unless he/she has first obtained a money judgment for the disputed amount.
- 14. NON-OCCUPANCY BY TENANTS:** If the Tenant(s) do not take occupancy, they must provide written notice to the Landlord at least thirty (30) days before occupancy is to begin. The Tenant(s) will then be relieved of any further obligation and the Landlord will be entitled to one Months rent as liquidated damages.
- 15. DELAYED OCCUPANCY NOT ATTRIBUTABLE TO TENANT(S):** If the Landlord cannot deliver possession of the premises or if it is unfit for occupancy on the date the lease is to commence, then the Tenant(s) may reject the Tenancy. All money previously paid to the Landlord shall be refunded. In addition, the Tenant(s) may elect to receive one month's rent as liquidated damages. If Tenant(s) elects to reject the Tenancy but does not elect the liquidated damages, he/she then reserves the right to show actual damages caused by Landlord's non-performance.
- 16. MAXIMUM NUMBER OF TENANT(S):** Occupancy shall be restricted to those Tenant(s) who are named in the lease.
- 17. NON-RESIDENTIAL USE:** Premises shall be used for residential purposes only. It shall not be used for business, illegal, or other non-residential activities.
- 18. ALTERING PREMISES:** The Tenant(s) will not alter premises or Landlord supplied furnishings in any way without prior written consent of the Landlord. Thus, Tenant(s) agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall or move in water furniture. Tacks or nails may be put in the walls for decorative purposes only, as long as they do not cause structural damages, and the Tenant(s) remove them prior to vacating the unit.
- 19. COVENANT OF FITNESS:** M.C.L.A. 554.139. Under Michigan Law, a Landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the Landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the Landlord of maintenance problems that require attention, and to leave the premises in good condition. (Normal wear and tear expected)

- 20. REPAIRS AND MAINTENANCE MINIMUM STANDARDS:** The Tenant(s) agree to give the Landlord prompt notice of needed repairs. The Landlord will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinance. Serious heating, plumbing, and electrical failures will be attended to within twenty-four (24) hours of a written request and all other necessary maintenance to be performed within ten (10) days.
- 21. RIGHT TO PRIVACY:** The Tenant(s) agree to let the Landlord enter the unit within twenty-four (24) hours of a request to repair, inspect, or show the unit. Failure by the tenant(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. If the Landlord enters without a pre-arranged time, a written statement that there was entry and reason for it must be left for the Tenant(s).
- 22. ABANDONMENT OF PERSONAL PROPERTY:** Personal property left by vacating Tenant(s) and not claimed within thirty (30) days of end of Tenancy will be considered abandoned. Landlord will make a diligent effort to contact Tenant(s) before disposing of any property. Tenant(s) agree to reimburse Landlord for reasonable storage charges upon receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.
- 23. SUBLETTING/ASSIGNMENT:** The Tenant will not sublet or assign the premises without the written consent of the Landlord.
- 24. PETS/ANIMALS:** No pets or animals of any kind will be permitted on premises without the written consent of the Landlord. You will be subject to a \$250.00 fine if found to have a pet or animal.
- 25. PESTS/RODENTS/FLEAS:** Whenever infestation of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the Landlord. Tenant(s) of single unit private dwellings shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he occupies. Tenant(s) responsibility for extermination shall begin thirty (30) days after occupancy commences, providing the unit is free of infestation upon occupancy.
- 26. KEYS:** The Landlord will provide one key per lock to each tenant. Non-returned keys will be deducted from security deposit at the rate of \$5.00 per key.
- 27. NOISE/INTOXICANTS/PARTIES/ORDINANCES:** Violation of local housing ordinances by Tenant(s) and disturbances to neighbors will not be tolerated. Tenant(s) are responsible for the conduct of their guests. If local law enforcement authorities are needed to enforce ordinances or control noise, Tenant(s) may be subject to eviction.
- 28. SALE OF PREMISES:** Michigan Public Act 348 Section 14. The Landlord shall be liable for the security deposit until transfer of the deposit to the new owner and written notification to the Tenant(s) by ordinary mail of the transfer and of the new owner's name and address.
- 29. LEASE ALTERATIONS:** Any alterations to this agreement shall be in writing and signed by Landlord and Tenant(s). Lease alterations must not violate local, state or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting Act).
- 30. CONFLICT RESOLUTION SERVICE:** A conflict resolution service is provided by off-campus life at Western Michigan University for disputes, involving Western Michigan University students that cannot be resolved between Landlord and Tenant(s).

VIOLATION OF A CLAUSE MAY BE REASON FOR EVICTION. 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.

**I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS
OF THIS RENTAL AGREEMENT**

Date: _____

Main Street Townhomes (Landlord/Agent)

(Resident)

(Resident)

(Resident)

(Resident)

(Resident)

(Resident)