

LEASE

This LEASE made this ___ day of _____ 20___, between **Pinewood Club Apartments, LLC**, hereinafter called the "Landlord" and _____ hereinafter jointly and severally (hereinafter called Tenant).

1-A. TERMS AND PREMISES: Landlord hereby leases to Tenant, apartment, located at E. Provincial House Drive, Apt # _____, Carport Space # _____ located in the City of Lansing, Michigan, for a term beginning on the ___ day of _____, 20___, and ending on the 25th day of _____, 20___.

1-B. INVENTORY CHECK-IN LIST: Tenant acknowledges the receipt of an inventory checklist. Tenant understands that the inventory checklist must be returned to landlord within seven days from the date of this lease. Should the Tenant fail to return the inventory checklist to Landlord within seven days, Tenant agrees that all aspects of the premises are in working order and in good condition at the commencement of the Lease.

2. RENT: Tenant shall pay to Landlord as rent the sum of \$_____.00 for the full lease period. Rent will be paid as follows: \$_____ per rental period. Rental periods are monthly due on the 25th of each month in its entirety. Rent received 1 day late or more is subject to a \$15.00 late fee and subject to **NOTICE. Rent received late more than once is considered a Breach of this Contract and grounds for Termination of this Lease. Notice to Quit will be served after rent is late more than one (1) day. Tenant will be responsible to pay for all Court Filing Fees incurred by landlord. Tenant shall pay to Landlord as additional rent all expenses incurred by Landlord in the enforcement of Landlord's rights under this Lease, including Landlord's actual attorney fees.**

2-A. SECURITY DEPOSIT: The Tenant upon execution of this lease shall pay to Landlord the sum of \$_____ as a security deposit to be held and disposed of in the manner provided for in this lease and as prescribed in Act 348 of the Public Acts of 1972. Tenant shall pay to Landlord as additional rent all expenses incurred by Landlord in the enforcement of Landlord's rights under this Lease including Landlord's actual attorney fees.

3. PAYMENTS: Rent checks shall be made payable to **PINEWOOD CLUB APTS LLC**, or such other payee as designated by Landlord and delivered to Landlord at **7610 Lanac Street, Lansing, MI 48917**.

4. POSSESSION: Tenant shall not be entitled to possession of the premises unless and until Tenant and Landlord have completed an inventory checklist, as required by Act 348 of the Michigan Public Acts of 1972.

DELAY OF POSSESSION: If Tenant shall be unable to enter into the premises, by reason of (a) the premises not being ready for occupancy, (b) the holding over of any previous occupant, or (c) any cause beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefore, but during the period Tenant shall be unable to occupy the premises the rental therefore shall be abated; Landlord is to be the judge when premises are ready for occupancy.

5. USE OF PREMISES: The premises shall be used for resident purposes only by Tenant and those persons listed on the application for tenancy. Tenant shall not use, or permit any person to use the premises in violation of the laws of the United States or of the State of Michigan or of the ordinances or other regulations of the local governmental unit or of any other lawful authority; and all health and police regulations shall be fully complied with by Tenant. No more _____ than persons shall reside on the rented premises.

6. CONDITION OF PREMISES: Tenant shall keep the Apartment in clean condition, make no alterations or additions, commit no waste, obey all laws and ordinances affecting said premises, and repay Landlord the cost of all repairs made necessary by the negligent or careless use of the Apartment and surrender the Apartment at the termination of this lease in a like condition as when taken, reasonable wear and tear resulting from careful usage excepted. Tenant shall promptly pay for all expenses for the removal of any wall covering installed by Tenant during the tenancy and for the restoration and repainting of all walls affected. If Tenant shall fail to repair or pay for damages caused by its waste, misuse or neglect, the costs thereof shall be deemed to be additional rent hereunder due from Tenant to Landlord on the first day of the month following such damages. If Tenant shall fail to make all necessary repairs, then Landlord shall have the option to enter upon the premises and make such repairs and to charge the expense thereof to Tenant as additional rent hereunder.

7. ASSIGNMENT: Tenant's leasehold interest may not be assigned or sublet in whole or in part without the written consent of landlord.

8. ALTERATIONS: Tenant shall make no alterations, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as landlord may from time to time designate. All alterations, additions, or improvements made by either party shall become the property of Landlord and shall remain upon, and be surrendered with the premises, as a part thereof, at the end of the term. Any lien filed against the premises, for work done, or materials furnished, shall be discharged by Tenant within ten (10) days thereafter.

- 9. ACCESS TO PREMISES:** Landlord shall have free access at all reasonable hours to the premises for the purpose of examining same or exhibiting same to prospective buyers or tenants, or for making alterations or repairs.
Landlord may require Tenant to make any repairs deemed necessary that resulted from the Tenant's misuse of the premises. Should Tenant fail to make such repairs within a reasonable period of time. Landlord may make such repairs and shall not be liable in damages or otherwise for any loss occasioned thereby. Tenant shall forthwith pay the cost of all repairs, and in default thereof, such amounts shall be considered rent in arrears and Landlord may take such action as permitted by law to recover same.
- 10. UTILITIES:** Tenant shall pay for all utilities separately metered or billed to the Apartment and shall make all needed arrangements to secure those utilities on or before the commencement date of this lease. The Landlord will be responsible for the water bill only. **Tenants pay all utilities.**
- 11. INSURANCE:** All personal property located in the apartment shall be at the sole risk of the tenant. It is recommended that the tenant obtain proper personal property and liability insurance. The Landlord does not insure the Tenant for personal property loss or personal injury incurred by the Tenant, his/her guests, or any other persons. **Landlord recommends Renters Insurance!**
- 12. FIRE DAMAGE:** In case the Apartment shall be partially damaged by fire or other cause at any time during the said term, the premises shall be repaired by Landlord with all reasonable dispatch, and provided that such damage has not been caused by the acts or omissions to act by Tenant, their guests and invitees, a proportional reduction of rent shall be allowed Tenant for the time required by such repairs, except that (i) if Tenant can use and occupy the Apartment without substantial inconvenience, there shall be no reduction of rent, and (ii) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any), no reduction shall be made beyond a reasonable time allowed for such adjustment. If the damage caused by fire or other cause shall amount substantially to the destruction of the Apartment or the building containing the Apartment, Landlord shall have the option to rebuild and/or repair the damage or to cancel this lease by notice in writing delivered to Tenant within thirty (30) days after the occurrence of the fire or other casualty resulting in such damage. If Tenant elects to rent or utilize alternate housing facilities following damage to the leased premises, the Tenant shall be responsible for payment for such alternate facilities.
- 13. DEFAULT:** If Tenant shall default in fulfilling any covenant or condition of this lease, or if Landlord shall deem objectionable or improper any conduct of the tenant or any of those living in or visiting the premises, the Landlord may, when applicable, give tenant(s) five days notice of intention to terminate this lease, or such other notice as prescribed by law, and at the expiration of said period, the term of this lease shall expire and the Tenant shall then quit and surrender the premises to the Landlord.
- 14. PREMATURE TERMINATION:** If Tenant vacates the premises prior to expiration of the term of this lease, Tenant's liability to pay rent shall continue until the premises are re-rented. In the event of eviction for nonpayment of rent, or any other breach of this lease by Tenant, Landlord shall have the right and duty to re-lease the Apartment to mitigate damages, and Tenant shall remain liable for any difference between the rent so collected and the rent due under this lease, plus allowable expenses arising from the eviction and re-leasing.
- 15. HOLDING OVER:** In the event of Tenant holding over after termination of this lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary, subject, however, to all of the terms and conditions of this lease.
- 16. WAIVER:** One or more waivers of any covenant, condition, rule or regulation by the Landlord shall not be construed as a waiver of a further breach of the same.
- 17. WAIVER OF SUBROGATION:** Each party does hereby remise, release and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.
- 18. EMINENT DOMAIN:** If the whole or any part of the leased premises shall be condemned or taken by any governmental authority for any purpose, the term of this lease shall cease on the part so taken from the day the possession of that part shall be taken and the rent shall be paid up to that day. If only a part of the leased premises is so taken, Tenant may continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose; provided, however, that both Landlord and Tenant shall have the right to cancel this lease and declare the same null and void by delivery of five days written notice to the other, such cancellation to be effective as of the day the possession of that part of the leased premises shall be taken with rent being paid up to that day.
- 19. MODIFICATIONS:** No modifications to this lease shall be binding upon Landlord or Tenant unless agreed upon by them in writing.
- 20. NOTICE:** Whenever under this lease or any statute, provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if notice to the tenant is in writing and is addressed and mailed to the last known address of the Tenant, or left at the leased premises if the Tenant then occupies the same. Notice which is required to be given to the Landlord shall be given in writing and addressed and mailed to the Landlord at the address recited in Paragraph No.3.
- 21. APPLICATION FOR TENANCY:** This lease is given pursuant to the Application for Tenancy and the representations, conditions, and provisions of the Application are incorporated herein.
- 22. RULES AND REGULATIONS:** Tenant and Tenant's guests shall comply with the rules and regulations contained in the lease application signed by Tenant before the delivery hereof and such rules and regulations and the lease application are incorporated herein and made a part hereof by reference.

23. SECURITY DEPOSIT: The Security Deposit paid by Tenant to Landlord pursuant to Paragraph 2 hereof shall be held by Landlord and returned to Tenant in accordance with the provisions of Act 348 of the Michigan Public Acts of 1972. Landlord shall apply the Security Deposit only to reimburse Landlord for actual damages to the Apartment or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, or to pay Landlord for all rent in arrearage under the Lease, rent due for premature termination's of the lease by Tenant and for utility bills not paid by Tenant. Landlord's right to the possession of the Apartment for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this Security Deposit. The Security Deposit or any part thereof, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord, shall be returned to Tenant after this lease is terminated, and in no event is the security to be returned until Tenant has vacated and delivered possession of the Apartment to Landlord. In the event that Landlord repossesses itself of the Apartment because of Tenant's default or failure to carry out the covenants, conditions or agreements of this lease, Landlord may apply the security upon damages suffered to the date of repossession. Landlord shall not be obligated to keep the security deposit as a separate fund, but may commingle same with its own funds in the manner permitted by law. The security deposit is secured by Independent Bank. If Landlord shall sell the building containing the leased premises, he shall have the right to transfer the security deposit to the purchaser, and upon written notification to the Tenant, Landlord shall be deemed released by the Tenant from all liability for the return of such security deposit and Tenant shall look solely to the purchaser for the same.

24. RECREATIONAL AND ADDITIONAL FACILITIES: Covered or uncovered automobile parking space(s) and or any other facilities which do not constitute part of the demised premises shall be deemed gratuitously furnished by Landlord, and the use of such facilities shall be expressly conditioned upon compliance with all rules and regulations pertaining thereto issued by Landlord. Landlord does not guarantee the availability of parking space(s), unless leased at an additional rental, nor police the same. Landlord shall not be liable for any loss of property, whether by theft, casualty or otherwise, or for any damage of injury whatsoever to person or property, occurring on or from any of the facilities described in this paragraph.

25. This lease is made in a manner to comply with all applicable Michigan statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a statute, said violation was inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the lease shall remain in full force and effect.

26. It is agreed that the Landlord will supply and maintain refuse containers as required by the City of Lansing, if applicable, or appropriate municipality.

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 ANY QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

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 RECEIVE MAIL, OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day, month and year first above written.

By

Judy Page, Managing Agent

Tenant-

Color, Make, Model & Year Vehicle

Color, Make, Model & Year Vehicle

Pinewood Club Apts Office Hours:
Monday- Friday 9am - 1 pm

Maintenance Man's Number for After Hours Emergencies Only! 517-719-3135

RULES AND REGULATIONS

- A. All payments are to be directed to **Pinewood Club Apts LLC, 7610 Lanac St., Lansing, MI 48917** until tenant is notified to the contrary.
- B. Tenant shall keep all personal articles out of the corridors and other common areas and place all articles in such places as may be designated by the management.
- C. No signs, notices or advertisements shall be posted without prior written permission from the Landlord.
- D. No additional antennas or telephone wiring will be permitted.
- E. Tenants are to protect the quiet enjoyment of other residents and will not play radios, stereos or other such devices in such a manner as to disturb others.

In reference to “Disturbing the Peace”, if the Lansing Police Dept has been called due to loud parties, domestic disputes, etc., at least 3 times, Landlord has the right to terminate this lease upon Serving Tenant, by US Mail or Posting on the Apartment Door, a 30 day Notice to Vacant Premises. The 30 day Notice will be filed with the City of Lansing District Court, a Judgment will be issued and Tenant will be responsible for all Court Costs.

Tenant's Initials

- F. No pets are allowed except gold fish & turtles! No dogs, cats, mice, gerbils, snakes, ferrets, hamsters, etc. If found in apartment, Tenant will be subject to **Eviction** without warning.
- G. No additional locks or the changing of locks is permitted. Landlord shall maintain working keys to all locks at his election.
- H. Tenant shall take all necessary precautions to conserve on utilities. This it to include the wasting of water, leaving windows open during the heating season, and the like.

- I. Tenant is sole responsible for taking care of their own refuse which means placing it properly in the dumpster and not all over the ground. It will be construed as littering if refuse is found all over the ground. Tenant will be fined \$100.00 for (littering) not properly placing refuse in the dumpster and it also includes any littering from the person or person's vehicle. Tenant will be legally persued and the fine collected.
- J. This lease permits I *small* nail hole per wall for decoration. Additional holes for additional pictures; holes from tacks etc. for postures and banners, tape marks from posters and banners, holes for additional shelving, holes in ceiling for plant hooks etc *are not permitted!*
- K. The Landlord reserves the right to amend and make additions to the aforesaid regulations when said regulations are required to protect physical health, safety, or peaceful enjoyment of tenants or guests.
- L. Anything deposited into toilets other than proper toilet tissue paper, (i.e. feminine products-tampons, toys, wipes, silverware,.etc.), causing the toilets or sewerline to plug up, will be repaired at Tenant's expense.
- M. Knife marks and cigarette bums on countertops and sinks are not considered normal wear and tear. Ripped, tom, cut, gouged vinyl and carpet is not considered normal wear and tear.
- N. No **LIVE** Christmas Trees will be allowed in the apartment. Only **ARTIFICIAL** Christmas Trees are permitted.
- O. The smoke detectors have been checked and are in working order. Do not remove the smoke detector batteries. Landlord will not be held responsible for any damages due to the removal of any smoke detector batteries.
- P. Tenant acknowledges that there are fire extinguishers out in the hall for Tenant's use in case of a fire emergency.
- Q. No working on any vehicles or motorcycles on the premises!
- R. Any vehicle left abandoned (not driven) or with expired license plates left on the premises for more than 72 hours, will be towed away at the Tenant's expense.

S. By Signing below you are acknowledging that you have received a copy of the Check-in List for this apartment. The checklist needs to be mailed back by certified mailed, return receipt requested to Pinewood Club Apts, LLC @ 7610 Lanac Street, Lansing MI 48917.

Managing Agent Date

Tenant- Date