



RESIDENTIAL LEASE

Community: _____

Unit Address/Apartment #:					
List Lease Holders Names:	Rental Date	Move In Date	Lease End	Monthly Rent	Security Deposit
	Parking Charges	Storage Charges	Pet Rent	Other:	Pet Deposit
	# of Occupants	# of Pets	# of Gate Cards	Total Rent	Gate Card Deposit

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.

THIS LEASE (the "Lease") has been entered into as of _____ day of _____ between Eagles Landing ("Landlord") and: (List all people signing the Lease Agreement)

("Resident"). In consideration of the mutual covenants herein contained, Landlord and Resident agree as follows:

1. **Leased Premises.** Landlord leases to Resident, and Resident hires from Landlord, on the terms and subject to the conditions herein contained, the premises commonly known as Apartment No. _____ located at the following address _____ (street address) in _____, MI _____ (the "Premises") for a private residence only.

2. **Term.** The term of this Lease (the "Term") shall commence on, _____ and continues until midnight on _____ unless such Term shall sooner terminate as hereinafter provided. However, this Lease shall terminate on said last-mentioned date only if Resident has given Landlord forty five (45) days written notice of Resident's intention to terminate Resident's occupancy. Otherwise, at Landlord's option (exercisable in its sole discretion), this Lease, including all covenants and conditions herein, shall continue from month-to-month thereafter until terminated by either Landlord or Resident upon like notice.

This lease agreement provides that a Resident who has occupied a rental unit for more than 13 months may terminate a lease by a 60 day written notice to the landlord if one of the following occurs:

- (a) The Resident becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility.
- (b) The Resident becomes incapable during the lease term of living independently, as certified to by a physician in a notarized statement.

3. **Rent.** Subject to any adjustment made pursuant to Section 28(c) below, as rent for the Term, Resident shall pay Landlord a monthly rent of \$ _____.

Resident shall pay each monthly installment, in advance, without any setoff or deductions, on or before the first day of each calendar month during the Term, and any extension thereof, except that the installment for the first month of the Term shall be paid when this Lease is executed. All payments shall be made by check, money order, cashier's check or credit card payable to Landlord. **Resident agrees that rent shall not be paid in cash at any time.** If the Resident pays their rent late three (3) or more occasions within a twelve (12) month period, then Landlord may terminate the Resident's occupancy. Resident agrees to reimburse the Landlord the full amount/value of any move in promotion that was given to the Resident in the amount of \$ _____ if the Resident vacates prior to fulfilling the full lease term. Resident is hereby notified that a negative credit report affecting the Resident's credit record may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of the lease agreement. If Resident's occupancy shall commence other than on the first day of a calendar month, the rental installment for the first month shall be prorated.

All payments received shall be applied first to returned check charges and late fees due pursuant to Section 4(a) below, then to other amounts, excluding rent, due hereunder, then to rent due hereunder.

4. **Service Charges; Returned Checks; Costs of Collection.**

(a) To compensate Landlord for the extra administrative costs it will incur: (i) if any monthly installment of rent is not paid on or before the third day of each calendar month during the Term, Resident agrees to pay a service fee of **\$25.00** on the 4th day and **\$50.00** on the 16th day; and (ii) if any of Resident's checks are returned to Landlord, unpaid, Resident shall pay Landlord a service charge of **\$25.00** for each such check. A Resident will be required to pay all future rent by money order, cashier's check or credit card if the resident has had two (2) returned checks within their lease term.

(b) If Landlord must institute legal proceedings against Resident for a violation of this Lease, Landlord shall, to the extent permitted by law, be entitled to recover from Resident its reasonable costs of enforcement, including without limitation, reasonable attorneys' fees incurred in connection therewith.

5. **Utilities.** Resident shall be responsible for and pay all utility bills in respect of the Premises, excluding those that may be covered on a separate addendum. If Resident's failure to pay the utility expenses causes a threatened or actual discontinuance of the utility service, the Landlord may have the Resident's utility account transferred to the Landlord's name and pay the utility bills to avoid a utility shutoff. Resident's non payment of utility bills resulting in discontinuance of or threatened discontinuance of the supply of any utility shall be sufficient reason for the Landlord to terminate the Resident's occupancy. Resident shall reimburse Landlord for any amounts paid to the utility company as additional rent, plus a **\$25.00** administrative fee, within 10 days of receiving notification from Landlord that Landlord has paid Resident's utility bills.

6. **Security Deposit.** Upon execution of this Lease, Resident shall deposit with Landlord the sum of \$ _____, which shall be held by Landlord as security for the faithful performance by Resident of Resident's obligations hereunder. Subject to Landlord's rights under Act 348 of the Public Acts of 1972, this security deposit shall, as provided below, be returned to Resident upon termination of Resident's occupancy hereunder, provided that the following conditions have been met:

- (a) The Term has expired and, generally, Resident has fully met all of Resident's obligations hereunder.
- (b) Proper notice was given prior to Resident's terminating Resident's occupancy of the Premises.
- (c) There is no damage to the Premises beyond reasonable wear and tear.
- (d) The Premises (including the range, refrigerator, dishwasher, bathroom, closets, cupboards, windows and carpets) are clean and the refrigerator has been defrosted.
- (e) No delinquent rents or other charges are owing under this Lease.
- (f) All keys have been returned to Landlord.
- (g) All debris, rubbish and discards are placed in proper rubbish containers.
- (h) A forwarding address has been left with Landlord. Michigan law provides that:

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.

If all of the foregoing conditions are met, the security deposit shall be returned to Resident within 30 days of any termination of Resident's occupancy. If not, Landlord shall, within 30 days of the termination of Resident's occupancy, mail Resident an itemized list of damages claimed, including the basis for the claim and an estimated cost of repair, together with a check or money order for the difference between the amount of damages claimed and the security deposit.

IT IS SPECIFICALLY UNDERSTOOD THAT THE AFORESAID SECURITY DEPOSIT SHALL NOT BE CONSIDERED PREPAID RENTAL AND SHALL NOT BE APPLIED BY RESIDENT AGAINST THE LAST MONTH'S RENT.

7. **Notices.** Any notice, which either party may or is, required to give hereunder may be served personally or sent by certified mail, return receipt requested, and postage prepaid, as follows:

- (a) To Resident at the Premises or at the forwarding address Resident leaves with Landlord pursuant to Section 6 above.

(b) To Landlord at:

Eagles Landing

or at such other places as may be designated in writing by the parties from time to time.

8. **Possession.** Resident shall have possession of the Premises on the date of the commencement of the Term; provided, however, that if Landlord is unable to deliver possession of the Premises on that date, Landlord shall not be liable for any damages caused thereby, nor shall the Lease be void or voidable, but rent shall abate until possession is delivered. If possession is not delivered within ten days of the commencement of the Term of this Lease, either Landlord or Resident may, by written notice, terminate this Lease.

9. **Use and Occupancy of the Premises.**

- (a) Resident shall occupy and use the Premises only as a private dwelling.
- (b) Resident shall comply with all public health and police regulations in connection with Resident's use and occupancy of the Premises.
- (c) Resident shall neither cause nor permit any noise or nuisance upon the Premises.
- (d) The Premises shall be occupied only by Resident. As set forth in the first paragraph of this Lease, Resident constitutes _____ person(s). No other person shall occupy the Premises without the written consent of Landlord. Even though Landlord has the absolute right to deny a request for additional occupancy for any reason whatsoever, regardless of whether such additional occupancy is in compliance with this Lease. Landlord's accepting or charging additional rental fee shall not constitute a waiver of its right to limit occupancy.

10. **Condition of Premises; Alterations; Maintenance; Repair.**

- (a) By executing this Lease, Resident acknowledges that Resident has inspected the Premises and found them to be in good order and repair, except as Resident may indicate on the Commencement Inventory Checklist, which must be returned to Landlord within seven (7) days of move-in.
- (b) Resident shall take good care of the Premises and fixtures therein and shall maintain them in good order and condition. Upon termination of this Lease, Resident shall surrender the Premises in as good condition as when received, reasonable wear and tear excepted.
- (c) Without Landlord's prior written consent in each instance, Resident shall not make any alterations or additions to the Premises' interior or exterior or paint, wallpaper or otherwise redecorate all or any portion of the Premises. Resident may bring a humidifier or microwave oven onto the Premises, but shall not otherwise install a washer, dryer, air conditioner, humidifier, dishwasher, cable television or other similar apparatus, without Landlord's written consent, in the Premises. Resident agrees to pay for the cost of removing any work done in violation of this provision and/or restoring the Premises to their condition prior to such work.
- (d) Resident shall be responsible for any damage caused to the Premises by Resident or by Resident's family members, guests or invitees. Resident agrees to report promptly to Landlord any damage caused to or discovered in the Premises. Landlord may repair, at the expense of the Resident; all damage to the Premises for which Resident is responsible

hereunder.

(e) To the extent permitted by law, Landlord's reasonable delay in providing services it is required to provide shall be excused when caused by events beyond Landlord's reasonable control.

11. **Personal Property.** Landlord shall not be responsible for any loss of or damage to any personal property whatsoever that may be on the Premises. Resident is responsible for maintaining Resident's own personal property insurance. Resident releases Landlord from any and all liability for any loss of or damage to personal property left by Resident after Resident vacates the Premises.

12. **Fire or Destruction.** If the Premises or any substantial part thereof, are destroyed or rendered untenable by fire or other casualty not caused by the negligence of the Resident, either Landlord or Resident shall have the right to terminate this Lease upon written notice.

13. **Waiver of Subrogation.** Landlord and Resident each hereby release the other, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.

14. **Indemnification.** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Resident, Resident's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Resident hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law.

15. **House Rules.** Resident and Resident's family members, guests, and invitees agree to comply strictly with all house rules and regulations concerning the Premises, whether promulgated before or after the execution of this Lease, all of which are incorporated herein by reference. By way of example, but not limitation, house rules and regulations may be passed relating to noise, odors, disposal of refuse, parking, and use of common areas. All house rules and regulations shall be conveyed to Resident by Landlord in writing.

16. **Pets.** Residents are not permitted to house pets or allow visiting pets access to the building without written authorization, except for service animals for disabled persons. In the event authorization for a pet is granted, then the Resident shall pay an additional security deposit of \$_____ (cats/dogs where permitted by Landlord) and a monthly pet rent of \$_____ per animal charged as additional rent. If the Resident violates the Pet Policies and Restrictions, then the Resident shall be assessed as additional rent, a fee of \$_____ per day for violating the Pet Policies and Restrictions until remedied.

17. **Assignment and Subletting.** Resident shall not assign the Lease in whole or in part (for security or otherwise) or sublet all or any portion of the Premises.

18. **Default.**

(a) Notwithstanding Landlord's right to impose a late charge, Resident's failure to pay any installment of rent when due, or to perform any of Resident's obligations hereunder, shall constitute default. If default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Resident shall be absent from the Premises for a period of five consecutive days while in default, Resident shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Resident of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the Term of this Lease and demand immediate payment thereof; provided, however, that Resident may not be liable for the total accelerated

amount of rent due hereunder because of Landlord's obligation to minimize damages through attempted re-renting of the Premises.

(b) Resident agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Resident's obligation to Landlord by the amount of such partial payment.

(c) In the event of default, it is understood that either party to this Lease has the right to have a court determine the actual amount due and owing the other.

(d) Except as provided in Paragraph 4 of this Lease, neither party to this Lease shall be liable for legal costs or attorneys' fees incurred by the other in connection with a dispute arising hereunder, except to the extent that such costs or fees are specifically permitted by statute.

19. **Access to Premises.** Landlord, or its agent, shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purpose of inspecting the Premises, showing the Premises to rental applicants, or for any other reason, such as making necessary repairs, snow and ice removal, and the performance of an energy audit. In the event of emergency, Landlord shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency. The reasonableness of any notice given pursuant to this Section 22 shall be determined by the circumstances. However, in any case, if Landlord has notified Resident of its intention to enter the Premises and has had no response from Resident within 48 hours of the notice, Landlord's entry shall be deemed reasonable.

20. **Automobiles.** All such automobiles must be registered with Landlord. Resident shall not be allowed to utilize the Premises for the storage of boats, motorhomes, trailers, ATV's or similar recreational vehicles without Landlord's prior written consent. Landlord may remove all non-registered automobiles and other vehicles at the owner's sole cost and expense. Resident may not perform vehicle maintenance on automobiles, unless deemed an emergency, on complex grounds. Resident shall park only in authorized parking spots and shall not park within an unassigned parking spot or carport.

21. **Waiver.** Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Lease shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

22. **Joint and Several Agreements.** If the Premises are rented to more than one Resident, all Residents are jointly and severally responsible for the payment of rent and all covenants and terms of this Lease.

23. **Covenants and Conditions.** Each provision of this Lease performable by Resident shall be deemed both a covenant and a condition.

24. **Binding Effect.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and the Resident and their respective heirs, distributees, executors, administrators, successors and assigns.

25. **Modification.** This Lease may be modified only by a written instrument signed by both parties; provided, however, that Landlord may make the following modifications without consent of Resident in the following manner:

(a) Landlord may make such changes as may be required by federal, state or local law or rule or regulation.

(b) Landlord may adopt and make changes in house rules relating to the Premises, which are required

to protect the physical health, safety or peaceful enjoyment of Residents or guests.

Such modifications shall be effected by Landlord's delivering or mailing 30 days' written notice of them.

26. **Severability.** If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.

27. **Lease Termination for Criminal Activity.** Resident, any member of the Resident's household, guest, visitor or other person under the Resident's control: (a) shall not engage in criminal activity, including drug-related criminal activity, on the said premises (b) shall not engage in any act intended to facilitate criminal activity, including drug-related activity (c) shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such an activity is a member of the household, visitor, or a guest (d) shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location within the apartment community (e) shall not engage in any illegal activity including prostitution, criminal street gang activity, threatening or intimidating actions, assault, including but not limited to the unlawful discharge of firearms, within the apartment community or any breach of the Lease Agreement that jeopardizes the health, safety and welfare of the Landlord, its agent, or other Residents or which may result in serious property damage. Any violation of the above provisions shall be a material violation of the terms of the Lease Agreement and be good cause for termination of tenancy. It is understood that a single violation of this provision shall be deemed a serious violation, a material and irreparable non-compliance, and shall be good cause for immediate termination of the Resident's occupancy.

28. **Deliveries and Package Acceptance Services.** The Resident hereby authorizes the Landlord/Agents to accept packages on Resident's behalf from any delivery service. Resident understands that the Landlord reserves the right to refuse acceptance of any package including but not limited to perishables. The Landlord accepts no responsibility for packages accepted on the Resident's behalf. The Resident's packages must be picked up from the office within 3 days of delivery otherwise they will be returned to the sender. Resident also acknowledges that Landlord has no responsibility to notify them of a package being delivered for Resident.

31. **Entire Agreement.** Resident acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire agreement between the parties.

32. **Lease Subordinate.** The Lease is and shall be subject and subordinate to any ground or underlying leases and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.

33. **Release of Landlord.** To the extent permitted by law, upon transferring all of its interest in the real estate of which the Premises are a part, Landlord shall be released from all liability hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD:
EAGLES LANDING

By: _____
Its: Management Representative

RESIDENT:

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

Resident's Signature

NOTICE OF 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.

This notice must be filled out by Landlord and presented to the Resident(s) within 14 days from the date a Resident assumes possession of the rental unit.

NAME OF RESIDENT

_____	_____
_____	_____
_____	_____

ADDRESS OF RENTAL UNIT

I have received a security deposit of \$_____ from the above Resident(s) and understand that it is the property of the Resident(s). Landlord has deposited this security deposit with a licensed financial institution. The name and address of the licensed financial institution is:

Institution:
Chase Bank

Address:
611 Woodward

City, State:
Detroit, MI 48226

Dated: _____

LANDLORD:

EAGLES LANDING OF TROY

By: _____

Its: Management Representative

SAMPLE