

**Sample**  
**LEASE AGREEMENT**

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. This lease agreement ("lease") is made this \_\_\_\_\_ day of \_\_\_\_\_ between the Lessor /landlord , \_\_\_\_\_ ("Landlord") whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is \_\_\_\_\_ and the Lessee \_\_\_\_\_ whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is \_\_\_\_\_, hereinafter called either ("Tenant or Tenant").

2. Landlord leases to Tenant the following Premises, commonly known as:

\_\_\_\_\_

3. PURPOSE: Tenant is to occupy the premises as a private dwelling.

4. OCCUPANCY: Only Tenant and the following individuals may occupy the premises. Only \_\_\_\_\_ adults and \_\_\_\_\_ children shall be allowed. Occupancy by guests staying overnights \_\_\_\_\_ day will be considered in violation of this provision, unless otherwise consented to by the landlord.

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. ASSIGNMENT AND SUBLEASE: Tenant shall neither assign nor sublet the premises without first obtaining the Landlord's written consent.

6. TERM: This lease shall be for \_\_\_\_\_ beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_.

7. HOLD-OVER PROVISION: If, after the expiration of this lease, Tenant remains in possession of the premises, Tenant shall be a tenant from month to month. As a month to month tenant, Tenant's rent shall be in the amount set by Landlord in the manner permitted by law and Tenant shall be subject to all provision of this lease which may be applicable and consistent with a month to month tenancy.

8. ACCELERATION: If Tenant breaches this lease or vacates the premises prior to expiration, we may accelerate the term of this lease and declare all rents for the remaining terms to be immediately due and payable. Tenant may not be liable for the total accelerated amount because of the Landlord's obligation to minimize damages. Either party may have a Court determine the actual amount owed, if any.

9. RE-LETTING FEE: If the Tenant should vacate the leasehold premises, for any reason, prior to the expiration of this lease, Tenant shall be liable to Landlord, in addition to all other damages and remedies arising from Tenant's breach of lease, in the sum of reasonable dollars as liquidated damages for the costs and expenses we incur in

attempting to re-rent the apartment. Both Tenant and Landlord agree that this liquidated damage provision is a good faith and reasonable estimate of the actual cost and expenses Landlord will incur.

10. RENT: Tenant(s) will pay \$ \_\_\_\_\_ (\$ \_\_\_\_\_) per calendar month for rental of the Premises (the "Rent"), which Rent shall be due on or before the \_\_\_\_\_ of each month. If Rent is not paid on or before the \_\_\_\_\_ day of the month, Tenant agrees to pay a late fee of \_\_\_\_\_ (\$ \_\_\_\_\_) per month. The Rent includes the following utilities: \_\_\_\_\_. All other utility charges will be paid by the tenant.

11. SECURITY DEPOSIT: At the same time this lease is signed Tenant will deposit \$ \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars with Landlord which may be used only for the purposes permitted under the Security Deposit Act. The fact that Landlord holds the security deposit shall not affect its right to obtain possession of the premises for non-payment of rent or for any reason permitted by law. To the extent that the security deposit is not applied in the manner permitted by section 7 of the Security Deposit Act, it shall be returnable to the Tenant. Deposit will be return to tenant within thirty (30) days after the tenant is vacated if (a) lease term has expired or agreement has been terminated by both parties; and (b) tenant is not damaged and is left in its original condition, normal wear and tear expected. Deposit will not be returned if Tenant leaves before lease term is completed. **Tenant Must notify landlord in writing within 4 days after tenant move of a forwarding address where tenant can be reached and where tenant will receive mail; otherwise the landlord shall relieved of sending tenant an itemized list of damages and the penalties adherent to that failure.** Tenant understood that the security deposit can be use for the following:

a) Reimburse the landlord for actual damages not reasonably expected in the normal course of habitation.

b) pay the landlord for rent in arrearage, rent due for premature termination of the rental agreement, and for utility bills not paid by the tenant.

12. NOTICE: Tenant must give Landlord at least \_\_\_\_\_ (\_\_\_\_\_) days written notice of Tenant's intention to move at the end of the lease term or any time thereafter. Tenant must return all apartment keys to the rental office. Tenant will be considered to be occupying the premises and responsible for Rent until we receive actual notice Tenant has vacated or until Landlord determines the premises have been vacated.

13. USE OF PREMISE: Tenant shall use and occupy the premises in such a manner as would comply with all public health and police regulations.

14. ALTERATIONS: Tenant shall not alter the Premises or install any fixture or equipment without Landlord's prior written consent. All such alterations, fixtures, or equipment shall become Landlord's property and must remain on the Premises. Upon termination of occupancy Landlord may require Tenant to restore the apartment to its original condition.

15. ACCESS TO PREMISES: Landlord shall have reasonable access to the Premises to the extent permitted by law. Tenant may not alter any lock or install a new lock on any door without Landlord's prior written consent and without providing Landlord with a key.

16. DAMAGE BY FIRE OR OTHER CASUALTY: If the Premises are damaged by fire or other casualty but can be restored to tenantable condition, Landlord shall repair the Premises with reasonable dispatch. The Tenant's obligation to pay rent shall be suspended during the time that the Premises remain untenable. There will be no

suspension of Rent if Tenant can occupy the apartment without substantial inconvenience. If the Premises cannot be restored to the tenantable condition within a reasonable time, either party shall have the right to terminate this lease by written notice to the other party.

17. INSURANCE: Although Landlord may have insurance to protect it against damages caused by fire or other casualty, Tenant and Tenant's property are not covered by this insurance. Further Tenant may be liable to Landlord or Landlord's insurance company for any damages caused by Tenant or Tenant's occupants or guests regardless of the Landlord's insurance.

18. ABANDONMENT: Landlord may terminate this lease and repossess the Premises if Tenant abandons the apartment, as determined by Landlord in good faith based upon the available evidence. All property in the abandoned Premises or storage area will likewise be deemed abandoned. Landlord may remove and store such property, may charge a storage fee, and/or may dispose of the same in any way Landlord feels is appropriate.

19. EMINENT DOMAIN: If any part of the Premises is condemned by any governmental authority, then the lease shall terminate as of the date that possession is taken by the governmental authority.

20. DEFAULT: If the Tenant should fail to pay the Rent or is otherwise in default of this lease, then Landlord shall be authorized to evict the Tenant as provided by law. If this should occur, Tenant shall pay Landlord the expense incurred in obtaining possession of the premises to the extent permitted by law, and all other damages.

21. REMEDIES NOT EXCLUSIVE: Each of the rights provided by this lease shall be cumulative, and not exclusive.

22. SEVERABILITY: If any provision of this lease should be 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.

23. WAIVER: Landlord may waive a lease provision but only in writing signed by the Landlord or Landlord's authorized agent. In any event failure of landlord to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

24. MODIFICATIONS: No modifications of this lease shall be binding unless in writing signed by both parties.

25. BINDER OF LEASE: The provisions of this lease shall be binding upon the parties hereto, and shall be for the benefit of Landlord and Tenant and their respective successors in interest.

26. PETS: Tenant **must not** keep animals, birds or pets of any kind in the Premises or inside the Tenantal unit at any time. If tenant violate this provision, the landlord shall automatically and immediate y have the right to take out a Disposessory Warrant and have Tenant, his/her family and possessions evicted from premises.

27. JOINT LIABILITY: All persons signing this lease are jointly and severally liable.

28. RULES AND REGULATIONS:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

29. ENTIRE AGREEMENT: No oral agreements have been entered into between the parties. This Lease is the entire agreement.

30. SPECIAL PROVISION: Persons under fourteen (14) years of age must be supervised by an adult at all times or by a baby-sitter who is a minimum of sixteen (16) years old, while on the Premises

Dated:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
LANDLORD