



Address: 32631 Utica Rd Fraser, MI 48026 Phone: 586-294-6800 Fax: 586-294-3003

**Residential Lease**

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.

WITNESSETH that **Nelson Property Management** in their capacity as  
Nelson Property Management herein designated as

**LANDLORD**

\_\_\_\_\_

LESSOR, LANDLORD, does hereby, this 14th day of August in consideration of the rents to be paid, tenant's representation in tenant's rental application, covenants and agreements to be performed by the LESSEE, TENANT, let and lease to

**Tenant**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

hereinafter designated as the TENANT(S), the following described premises located in the City or Township of \_\_\_\_\_, County of \_\_\_\_\_ State of Michigan.

**Legal Description**

\_\_\_\_\_  
\_\_\_\_\_

**Address Term**

MORE commonly known as: \_\_\_\_\_  
For a term beginning the \_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ to be used and occupied solely by the aforementioned Tenant(s) and by the following named occupants.

\_\_\_\_\_

If Tenant shall fail to make payment of the rent by the first day of the month when the same is due, or if Tenant shall default in the performance of any other covenants or conditions contained in this Lease, then Landlord may terminate this Lease and repossess the premises, whereby the entire remaining unpaid balance of the rent shall be immediately due and payable. The parties acknowledged that under Michigan law, Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. If the Tenants shall fail or refuse to vacate the premises upon such default, then the Landlord may at any time thereafter resume possession by any lawful means to remove the Tenant or other occupants and their effects, by eviction proceedings or otherwise.

THE TENANT(S) HEREBY HIRES SAID PREMISES FOR THE TERMS AFORESAID AND COVENANTS.

**Rent** (1) To pay the Landlord as rental for said premises the sum of: \_\_\_\_\_ Dollars  
(\_\_\_\_\_) represented by the rent payable over the term of the Lease.  
Said rent shall be due and payable during the continuance of this Lease in equal  
monthly installments of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_). In advance on the first day of each month, in lawful United States  
currency, delivered to the Landlord via the Paylease system or Online portal or at such place  
as Landlord may designate from time to time in writing. Tenant benefit package Included.

**Notice to Landlord** Notices required under the Truth in Renting Act or provided for hereunder shall be sent to **Nelson Property Management at 32631 Utica Rd Fraser, MI, 48026** or to such other person and/or address as the Landlord may designate from time to time in writing supply to the Tenant(s).

**Security Deposit** (2) To deposit with the Landlord a Security Deposit in the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
which shall be held and administered by the Landlord pursuant  
to Michigan Public Act 348 of 1972, as reflected in a separate notification.

**Use** (3) To use and occupy the said premises exclusively for residential purposes and only be the Tenant(s) and occupants whose names appear herein unless otherwise agreed upon in writing by the Landlord.

**Government Regulations** (4) To maintain the premises in accordance with all police, sanitary and other regulations and restrictions imposed by any government authority and any homeowner's association.

(5) To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises to reduce fire hazards and insurance rates, and not permit or allow any rubbish, waste materials or products to accumulate on the premises.

**Bankrupt** (6) That in the event Tenant(s) is declared a bankrupt or the estate of Tenant(s) passes to a receiver appointed by a court, the Lease shall, at option of the Landlord, terminate upon thirty (30) days written notice.

**Assign** (7) That the Tenant(s) will not assign or transfer this Lease, or hypothecate or mortgage the same or sublet said premises, or any part thereof, without the written

written consent of the Landlord.

**Maintenance (8)** To keep premises, including the equipment and fixtures of every kind and nature, in good repair during the term of this lease at the expiration thereof to yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted. All maintenance requests shall be entered into the property meld system only. No verbal requests will be accepted. All normal maintenance will be addressed during normal business hours of Monday through Friday 9-5. Emergency services will be performed as soon as possible. An Emergency is defined as a police situation, fire, no heat in the winter or flooding or drainage issues. If it is determined that it was not a verified emergency affecting the habitability of the premises, the service fees for said services will be the tenant's responsibility. All service requests can be put in by going to [www.nelsonpm.com](http://www.nelsonpm.com) and click on "Repair request". Requests are monitored 24/7, 365 days a year.

Tenant shall be required to maintain and change the HVAC filter on a bi-monthly schedule. Failure to maintain filters that cause damage to the unit could make the tenant responsible for the cost of repair.



**Charge to Tenant (9)** That the Tenant(s) will pay all charges made against or incurred at said premises (exclusive of property taxes, insurance), including but not limited to, telephone, water, sewage, electricity, gas, oil, rubble collection, and recycling fees, pest control **\$75.00 one time admin fee upon signing and at renewal of lease signing.**

**Yard (10)** That the Tenant(s) will at Tenant's own expense, during the continuation of the Maintenance lease, maintain the landscaping, including but not limited to fertilizing, weeding, and trimming and Tenant(s) will not remove or rearrange the landscape without prior written consent of the Landlord. Tenant(s) will be responsible for snow removal from walkways. In the event, Tenant fails to do so, Landlord shall have the right, among others, to have the lawn, landscaping and snow removal maintained as aforesaid, and in that event, Tenant shall pay Landlord the cost thereof immediately following receipt of an invoice therefore.



**Repair Expense (11)** Tenant is solely responsible for maintaining the premises, provided, however, that unless a repair is necessitated by the negligence or intentional misconduct of the Tenant, Tenant shall only be responsible for the first \$50, for each repair and/or service call.



**Alterations (12)** That the Tenant(s) will not make any alterations or additions or improvements to said premises, including keys and locks, without prior written consent of the Landlord and that written approval shall not be construed by the Tenant(s) as an assumption of the expense or liabilities therefore by the Landlord nor shall such written approval after the covenants that if Tenant(s) redecorate, Tenant(s) will return the premises to its original decoration at the Tenant's own expense at the termination of the lease

unless Tenant has secured written consent of the Landlord to the contrary.

**Show** (13) The Tenant(s) hereby agrees that for a period of thirty (30) days prior to the termination of this lease, Tenant(s) will permit the Landlord to show said premises between the hours 9:00 am to 6:00 pm.

**Vacate Notice** (14) Tenant shall vacate the premises on the termination date unless the term of the lease has been extended by a written addendum to the Lease or by a new Lease.

(15) Except as may be provided by law, the Tenant(s) covenants not to hold the Landlord responsible in any manner for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any trespassers.

**Damage** (16) If the said premises become wholly untenable through damage or destruction not occasioned by the negligence of the Tenant(s) this Lease shall be void. If partially untenable, the Landlord shall repair the same with all deliberate speed, and the obligation of the Tenant(s) to pay the monthly rental shall continue provided the repairs shall be completed within forty (40) days.

**WAIVER OF SUBROGATION:** Each party releases the other party from the liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the other party, under a policy that permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the insured party under the policy.

**ABANDONED PROPERTY:** Any of Tenant's property left in, at or about the premises at the time, the Tenant vacates the premises shall be deemed to be abandoned by the Tenant and Tenant hereby authorizes Landlord to dispose of same as abandoned property and charging Tenant a disposal fee.



**Hold** (17) The Tenant(s), upon payment of the rental at the time and in the manner aforesaid and upon performing all these covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

**Eminent Domain** (18) The Landlord and Tenant(s) expressly agree between them that if, during the term of the Lease, the premises shall be taken which shall result in a total or partial eviction under the power of eminent domain, this Lease shall terminate as of the date of taking. Tenant shall have no right to any payment or compensation in connection with any condemnation of the premises.

**Holdover** (19) This Lease shall terminate and the Tenant(s) shall vacate said premises at expiration of the term stated herein, and it is expressly agreed that there shall be no right to hold over, notwithstanding, the Tenant(s) and the Landlord may, prior to the end of said term, enter into a written agreement to extend said term and the covenants herein set forth.

**Mortgage Disclosure** (20) It is expressly agreed that the Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises, or to subsequent owners of the said property who may acquire the premises subsequent to the date of execution of this

Lease including but not limited to, transfers of ownership by purchase, gift, and inheritance.

**Personal Property**

(21) Tenant(s) hereby acknowledges that the personal property: Cable Ready, Washing Machine, Dryer, Stove, Fridge listed in schedule attached hereto, are on the premises and agrees to leave same upon vacating.

**Pets**

(22) Tenant(s) hereby agrees that no pets shall be allowed on the premises without the express written consent of the Landlord.

(23) The Tenant(s) expressly agrees that any misrepresentation of any facts or information supplied to the Landlord or Landlord's Agent by Tenant(s) upon entering the Lease or during its duration shall constitute a breach of the Lease and shall terminate the Lease at the election of the Landlord.

**Liquor & Drugs**

(24) The Tenant(s) agrees that drugs or intoxicating liquors will not be sold or manufactured on the premises. The use of illegal drugs including the use of medical marijuana is prohibited.

**Security Deposit Use**

(25) It is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be applied by Tenant on the last month's rent.

**Destruction**

(26) Premises will be available for inspection upon a 48-hour notice. If Tenant(s) is unduly hard and destructive to property, so that Landlord could show cause for eviction in the professional opinion of Landlord and/or Agent and the Real Estate Agent, lease will be canceled and Tenant will be required to vacate within thirty (30) days of written notification and costs to be borne by the Tenant(s.)

**Transfer**

(27) Landlord agrees that in the event Tenant(s) incurs a job transfer, this Lease may be canceled upon sixty (60) days written notice from Tenant's employer and any expense for release to be borne by Tenant(s). Privilege will be granted Landlord and/or Agents to allow showing of premises to prospective tenants.

**Termination of Lease**

(28) Michigan law provides that a tenant who has occupied a rental unit for more than thirteen (13) months may terminate a lease by a sixty (60) day written notice to the landlord if one of the following occurs: (a) the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in Senior Citizen Housing and provides Landlord with written proof of that eligibility; or (b) the Tenant becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

(29) This Agreement constitutes the entire Agreement between the Landlord and Tenant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Landlord and Tenant. All oral discussions, proposals, negotiations, and representations, made and had prior to the execution of the Agreement, shall be considered merged herein and of no further effect. If two or more persons execute this Agreement as Landlord and/or Tenant, their obligations hereunder shall be joint and

several.

**OTHER CONDITIONS:** The Michigan Truth in Renting Act prohibits the inclusion of provisions covering a wide variety of subjects. Before adding conditions to this form, the parties hereto should consult with their lawyers or other qualified persons to determine that any additional provisions are not in violation of said Act.

**Late Charges**

**(30)** Late Charges, administrative fees and returned payment charges: All rents are due on the 1st of the month. A \$50.00 late fee will be assessed on the 5th of the month on all amounts due and payable. On the 8th of the month a "7-day notice to quit" shall be sent to the tenant. A \$20.00 administrative fee shall be assessed directly to the tenant's ledger on the 10th of the month a second \$50.00 late fee shall be assessed to the tenant ledger. On the 15th of the month your file will be forwarded to legal counsel to begin eviction proceedings.

The tenant then shall be responsible to pay all court filing fees and statutory attorney fees. Once filed these amounts will be applied directly to the tenant ledger and will be due and payable along with all rent amounts due. At the sole discretion of the landlord/manager these charges may be waived if the tenant enters into a work out agreement prior to the filing with the courts.

X \_\_\_\_\_

X \_\_\_\_\_  
Landlord