



Address: 34620 Utica Rd #400 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 \_\_\_\_\_ herein designated as

**Landlord**

LESSOR, LANDLORD, does hereby, this \_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ State of Michigan.

**Legal Description**

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

**Address**

MORE commonly known as: \_\_\_\_\_

**Term**

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.

Other:  
\_\_\_\_\_

exclusively for single/ multi residential purposes only.

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.

**Notice to Landlord** Notices required under the Truth in Renting Act or provided for hereunder shall be sent to **Nelson Property Management at 34620 Utica Rd #400 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 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 do so, at the managers discretion could enroll you in a filter replacement program that would deliver to your doorstep new filters on a bi-monthly schedule. Cost of the program will be the tenant's responsibility up to \$20 for each filter delivered. 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.

**Yard Maintenance** (10) That the Tenant(s) will at Tenant's own expense, during the continuation of the 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 \_\_\_\_\_  
\_\_\_\_\_ 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 cancelled 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 cancelled 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 \$170.00 in 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.





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## MOVE OUT INSTRUCTIONS

**Date:** \_\_\_\_\_

**Dear:** \_\_\_\_\_

**Property:** \_\_\_\_\_

You are hereby notified that you have a right to request an Initial Inspection within the two weeks prior to your move out date. The purpose of the Initial Inspection is to give you a list of proposed and potential repairs and cleaning costs that may be deducted from your security deposit.

You are expected to complete your moving and return the keys by 12:00 p.m. (Noon) on the day you have stated in your "Notice of Intent to Vacate" in order to avoid any scheduling problems or additional rent charges. To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Lease Agreement" you signed when you moved in. This will clarify the refund procedure and explain any additional charges which you may have incurred. For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please read the remainder of this document.

If you have any questions, please do not hesitate to contact the property manager.

**Management Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **CLEANING INSTRUCTIONS**

#### **KITCHEN:**

1. Clean refrigerator, shelves, and freezer. Unplug and pull the refrigerator away from the wall with doors open. Clean underneath and behind refrigerator. After cleaning, re-plug the refrigerator and leave it running.
2. Clean cupboards, under sink, and baseboards.
3. Clean under burners, controls, rings, drip pans and stove top. Wipe down front and sides of range. Exhaust fan must be clean and grease free.
4. Clean the oven, be sure to have all traces of oven cleaner wiped free.
5. Scour sinks and remove all stains. Disposal should be clean and in working order. Sweep and mop kitchen floor.
6. Exterior faces of cupboards should be wiped down and grease free. Dishwasher must be clean and in good working order.

### **LIVING ROOM:**

1. Carpets must be commercially cleaned. Check with manager for the best way to handle this.
2. Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
3. Windows must be washed, inside and out, sills dusted and cleaned with damp cloth and window runners and tracks clean.

### **BEDROOM:**

1. Same as living room.
2. Closets vacuumed and top shelf dusted.

### **BATHROOM:**

1. Toilet bowl must be scoured and cleaned with a disinfectant. The outside of the bowl, including the seat, rim, tank and base must be clean and disinfected. An old toothbrush works well along the bolts and base of the toilet fixture.
2. Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap buildup. (Spray foam bathroom cleaner works well here.)
3. Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
4. All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.
5. Sweep and mop floor.

### **STORAGE AREAS, PATIOS AND CARPORTS:**

1. Patios must be clean and swept.
2. Storage area must be empty, cleaned and swept.

### **WHAT IS ORDINARY WEAR AND TEAR?**

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

In other words, ordinary wear and tear is the natural and gradual deterioration of the home over time, which results from a tenant's normal use of the home. For example, the carpeting in a home, or even the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process, and a court won't make the tenant pay for damages resulting from that process.

Also, a court won't hold a tenant responsible for damage arising from using the home in a normal way.

## **WHAT'S NOT ORDINARY WEAR AND TEAR?**

A landlord can make a tenant pay for damages if the tenant helped the ageing process along or didn't use the home in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear? There are three basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

1. If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?

Failure to warn. Another form of negligence is where the tenant fails to take steps that could prevent damage to the home. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the home that might later result in worse damage.

For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.

2. Abuse/misuse. If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes aren't ordinary wear and tear it's abuse or misuse.

For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the home black?

3. Sometimes damage occurs by mistake. The tenant(s) party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and cracks the tile floor. Or the tenant's cleaning the light and the fixture falls and breaks or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the management will be able to withhold the cost of repair from the security deposits.

## **OTHER FACTORS:**

In evaluating whether home damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

**Extent of Damage:** The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.

**Length of residence:** Certain things wear out over time. But over how long? The ordinary wear and tear on a home from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting a home. It may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the tenant for the damage.

**Character and construction of building:** An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack without some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).

<b>NORMAL WEAR AND TEAR</b>	<b>DAMAGES</b>
<ol style="list-style-type: none"> <li>1. Peeling or cracked paint</li> <li>2. Worn enamel in old bathtub Chipped and broken enamel in bathtub</li> <li>3. Worn or cracked linoleum</li> <li>4. Roof shingles damaged</li> <li>5. Cracked window pane</li> <li>6. Carpet worn thin</li> <li>7. Door that sticks in humidity</li> <li>8. Small piece of wall plaster chipped</li> <li>9. Faded tile</li> <li>10. Faded lampshade</li> <li>11. Fire damage</li> </ol> <p><b>Tenant:</b> _____</p>	<ol style="list-style-type: none"> <li>1. Drawings on the walls (e.g. murals)</li> <li>2. Torn or broken blinds</li> <li>3. Smoking residue on walls and windows</li> <li>4. Broken window caused by resident slamming window.</li> <li>5. Holes in carpet from cigarette burns or carpet damaged by rust foundation &amp; settling of building mildew stains from tenant's plant containers.</li> <li>6. Large chunk of plaster ripped out of wall</li> <li>7. Painted over kitchen or bathroom tile</li> <li>8. Damaged walls</li> <li>9. Toilet backed up</li> <li>10. Floors gouged when moving furniture</li> <li>11. Wallpaper missing</li> </ol> <p><b>Tenant:</b> _____</p>



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**Subtotal of Property Damages**      \$ \_\_\_\_\_

**Unpaid Utility Bills**      \$ \_\_\_\_\_

**Unpaid Rent From** \_\_\_\_\_ **to** \_\_\_\_\_ **\$** \_\_\_\_\_

**Other**      \$ \_\_\_\_\_

The basis on which we intend to assess you is as follows:  
The total of property damage, unpaid rents and utilities      \$ \_\_\_\_\_

Difference between damages claimed and amount of  
security deposit, check for which is enclosed.      \$ \_\_\_\_\_

The Law also states in Section 9:

**"YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME, OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES."**

Please address all correspondence to the following:

**NELSON PROPERTY MANAGEMENT**

\_\_\_\_\_  
Name of Landlord

**34620 Utica Rd #400, Fraser, MI 48026**

\_\_\_\_\_  
Address of Landlord

\_\_\_\_\_  
City and Zip Code

\_\_\_\_\_  
Attn.

Very Truly Yours,

\_\_\_\_\_  
**Owner / Manager / Landlord**

\_\_\_\_\_  
**Date Sent or Given to Tenant**



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## SECURITY DEPOSIT INFORMATION LETTER TO TENANTS

**Re: Property** \_\_\_\_\_

**Date Sent or Given to Tenant** \_\_\_\_\_

**Dear** \_\_\_\_\_:

In accordance with Sections 3 and 4 of the Security Deposit Law, Act No. 348 of the Public Acts of 1972, your security deposit has been placed in the following regulated financial institution:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City and Zip Code**

**If your security deposit is removed from there, it will be secured by:**

Cash bond deposited with the Secretary of State

Surety bond written by a surety company whose name and address will be furnished to you at a later date.

Surety bond issued by the following company:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City and Zip Code**

The Legislature also provided in Section 3 of the act the following:

**"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."**

To assist you in complying with this provision of the law and of giving you proper notice when you intend to leave us, please send both your notice to vacate and forwarding mailing address, and any other correspondence, to the address which follows:

**NELSON PROPERTY MANAGEMENT**

\_\_\_\_\_  
Name of Landlord

**34620 Utica Rd #400, Fraser, MI 48026**

\_\_\_\_\_  
Address of Landlord

\_\_\_\_\_  
City and Zip Code

\_\_\_\_\_  
Attn: Name of Manager/ Owner

Very Truly Yours,

\_\_\_\_\_  
**Manager or Owner**

Acknowledgement of Receipt of Copy of Above \_\_\_\_\_  
**Signature of Tenant**

**Date Received by Tenant** \_\_\_\_\_  
(Original to be retained by Tenant: copy to be signed by Tenant and retained by Manager)



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## COMMENCEMENT INVENTORY CHECKLIST

### NOTICE TO TENANT:

"YOU SHOULD COMPLETE THIS CHECKLIST, NOTING THE CONDITION OF THE RENTAL PROPERTY, AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS."

Tenant \_\_\_\_\_ Date Occupied \_\_\_\_\_

Property Address \_\_\_\_\_

Date Lease Starts \_\_\_\_\_ Date Lease Expires \_\_\_\_\_

Date and Number of Keys Delivered to Tenant \_\_\_\_\_

Identification of Items	Description of Damage
Carpeting	_____
Other Window Treatments	_____
Appliances	_____
Windows	_____
Furniture	_____
Walls	_____
Closets/ Shelves	_____
Paint	_____
Doors	_____
Plumbing Fixtures	_____
Electrical Fixtures	_____
Mechanical Equipment	_____
Additional Structures	_____
Draperies	_____

Tenant: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Date of Move-Out: \_\_\_\_\_



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## TERMINATION INVENTORY CHECKLIST

Instructions to the Owner, Manager or Landlord. The Security Deposit Law, Act No. 348 of the Public Acts of 1972 provides in Section 8, subsection (5), "At the termination of occupancy, the Landlord shall complete a termination inventory checklist listing all the damages he claims were caused by the Tenant."

Under the law, the Termination Inventory Checklist must be identical to the form used for the Commencement Inventory Checklist. The completed Termination Inventory Checklist should be retained in your files permanently as the law provides that subsequent tenants are entitled to "receive a copy of the last Termination Inventory checklist which shows what claims were chargeable to the last prior tenant." (Section 8, subsection (4)).

Tenant \_\_\_\_\_ Date Occupied \_\_\_\_\_

Property Address \_\_\_\_\_

Date Lease Starts \_\_\_\_\_ Date Lease Expires \_\_\_\_\_

Date and Number of Keys Delivered to Tenant \_\_\_\_\_

Identification of Items	Description of Damage
Carpeting	_____
Other Window Treatments	_____
Appliances	_____
Windows	_____
Furniture	_____
Walls	_____
Closets/ Shelves	_____
Paint	_____
Doors	_____
Plumbing Fixtures	_____
Electrical Fixtures	_____
Mechanical Equipment	_____
Additional Structures	_____
Draperies	_____

Owner/Manager/Landlord: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Date of Move-Out: \_\_\_\_\_



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LEAD-BASED PAINT LANDLORD'S DISCLOSURE FORM

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards' in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

I. Landlord's Disclosure (initial)

(a) Presence of Lead-based paint and/or Lead-based paint hazards (check one below):

[ ] Known lead-based paint and/ or lead-based paint hazards are present in the housing (explain):

[ ] Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check one below):

[ ] Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

[ ] Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord certifies that to the best of his/her knowledge, the Landlord's statements above are true & accurate. Landlord

Date: \_\_\_\_\_

Date: \_\_\_\_\_

II. Agent's Acknowledgement (initial)

Agent has informed the Landlord of the Landlord's obligation under 42 U.S.C 4852d and aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the agent's statement above is true and accurate. Agent

Date: \_\_\_\_\_

III. Tenant's Acknowledgement (initial)

(a) Tenant has received copies of all information listed above.

(b) Tenant has received the federally approved pamphlet Protect Your Family From Lead In Your Home

Tenant certifies to the best of his/her knowledge, the Tenant's statements above are true and accurate. Tenant(s)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Address:** 34620 Utica Rd #400 Fraser, MI 48026 **Phone:** 586-294-6800 **Fax:** 586-294-3003

## **Disclosure Regarding Real Estate Agency Relationships – Lease Transactions**

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction includes the lease of any real estate consisting of not less than 1 or not more than 4 residential dwelling units.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules and regulations of this state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
  
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
  - (a) When the real estate broker or real estate sales person is representing a lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - (b) Acceptance of delivery and presentation of offers and counter-offers to lease the client's property or the property the client seeks to lease.
  - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a lease agreement is executed by all parties and all contingencies are satisfied or waived.

Michigan law requires real estate licensees who are acting as agents of landlords or tenants of to advise the potential landlords or tenants with whom they work of the nature of their agency relationship.

## **LANDLORD'S AGENTS**

A landlord's agent, under a listing agreement with the landlord, acts solely on behalf of the landlord. A landlord can authorize a landlord's agent to work with subagents, tenant's agents and/or transaction coordinators. A subagent of the landlord is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the landlord. Landlord's agents and their subagents will disclose to the landlord known information about the tenant which may be used to the benefit of the landlord.

Individual services may be waived by the landlord through execution of a limited service agreement. Only those services set forth in paragraph (2)(b) and (c) above may be waived by the execution of a limited service agreement.

## **TENANT'S AGENTS**

A tenant's agent, under a tenant's agency agreement with the tenant, acts solely on behalf of the tenant. A subagent of the tenant is one who has agreed to work with the tenant's agent with who, like the tenant's agent, acts solely on behalf of the tenant. Tenant's agents and their subagents will disclose to the tenant known information about the landlord which may be used to benefit the tenant.

Individual services may be waived by the tenant through execution of a limited service agreement. Only those services set forth in paragraph (2)(b) and (c) above may be waived by the execution of a limited service agreement.

## **DUAL AGENTS**

A real estate licensee can be the agent of both the landlord and the tenant in a transaction, but only with the knowledge and informed consent, in writing, of both the landlord and the tenant.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the landlord or the tenant. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the landlord or the tenant.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the landlord and the tenant.

## **TRANSACTION COORDINATOR**

A transaction coordinator is a licensee who is not acting as an agent of either the landlord or the tenant, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

## **DESIGNATED AGENCY**

A tenant or landlord with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the tenant or landlord. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the tenant or landlord and may act solely on behalf of another party in the transaction.

**LICENSEE DISCLOSURE (Check one)**

I hereby disclose that the agency status of the licensee named below is:

\_\_\_\_\_ Landlord’s agent

\_\_\_\_\_ Landlord’s agent - limited service agreement

\_\_\_\_\_ Tenant’s agent

\_\_\_\_\_ Tenant’s agent – limited service agreement

\_\_\_\_\_ Dual agent

\_\_\_\_\_ Transaction coordinator (*A licensee who is not acting as an agent of either the landlord or the tenant*)

\_\_\_\_\_ None of the above

**AFFILIATED LICENSEE DISCLOSURE (Check one)**

\_\_\_\_\_ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

\_\_\_\_\_ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the tenant or landlord before disclosure of any confidential information.

\_\_\_\_\_  
**Licensee**

\_\_\_\_\_  
**Date**

**ACKNOWLEDGEMENT**

By signing below, the parties acknowledged that they have received and read the information in this agency disclosure statement and acknowledged that this form was provided to them before the disclosure of any confidential information. THIS IS NOT A CONTRACT.

The undersigned \_\_\_\_ DOES \_\_\_\_ DOES NOT have an agency relationship with any other real estate licensee. If another agency relationship exists, the undersigned is represented as \_\_\_\_\_  
LANDLORD \_\_\_\_\_ Tenant.

\_\_\_\_\_  
Potential  Tenant  Landlord (check one)

\_\_\_\_\_  
Date