

All His LLC
32483 Sutton Rd
Chesterfield, MI. 48047-3650
(586) 873-0020 / 22

RENTAL/LEASE AGREEMENT RESIDENTIAL

THIS RENTAL/LEASE AGREEMENT, has been entered into this **1st** day of **xxxx, 20xx**, between **All His LLC** hereinafter "Owner/Agent" and **Your Name** hereinafter "Resident/Tenant".

NOTE: ALL UNCHECKED ITEMS DO NOT APPLY

1. RENTED/LEASED PREMISES. Owner/Agent rents to Resident/Tenant, and Resident/Tenant hires from Owner/Agent, on the terms and subject to the conditions herein contained, the premises commonly known as: **xxxx xxxxxxxx, Hamtramck** hereinafter "Premises".

2. TERM. The term of this Rental/Lease is week to week month to month _____ month(s) **ONE (1) year(s)** and shall

commence on **xxxx 1st, 20xx**, and terminate at midnight on **xxxx 31, 20xx**, hereinafter "Term", unless such Term shall sooner terminate, as hereinafter provided. However, this Rental/Lease shall terminate on said last mentioned date only if Resident/Tenant has given Owner/Agent one calendar month's written notice (or one week's notice if the original rental period was week to week) of Resident/Tenant's intention to terminate their occupancy. Otherwise, this Rental/Lease, including all covenants and conditions herein, shall continue on a month to month basis (or week to week if the original term was weekly) thereafter until terminated by either party upon like notice. Early Lease Termination Fee: **Seven Hundred Fifty U.S. Dollars (\$750.00)**. Resident/Tenant may pay this one time fee to be released from the remaining months of their lease.

3. RENT. Subject to any adjustments made pursuant to the terms hereof, as rent for the Term, Resident/Tenant shall pay to Owner/Agent the sum of **xxxx thousand & xxx Hundred & xxx U.S. Dollars (\$x,xxx.00)** in equal monthly installments of **xxx hundred & xxx U.S. Dollars (\$xxx.00)** which shall be due the first day of each and every WEEK 2nd WEEK **MONTH**. Resident/Tenant shall pay each installment of rent, in advance, without prior demand, notice, presentment, setoff or deduction to Owner/Agent, and mailed to the address shown herein, or at such other place Owner/Agent may designate. If Resident/Tenant's occupancy shall commence other than on the first day of the period when installments become due, the rental payment for the first period shall be prorated. All payments received will be first applied to late fees and returned check charges, then to other amounts due hereunder, excluding rent, and lastly to rent due hereunder. If Resident/Tenant is receiving public assistance, the rent shall be set up to be paid under vendor direct payments when and where permitted by law.

4. LATE CHARGES; RETURNED CHECKS; ATTORNEY FEES; COSTS OF COLLECTION.

(a) To compensate Owner/Agent for the extra administrative costs it will incur if any rental payment due hereunder is not paid on or before the **5th** day it is due, Resident/Tenant agrees to pay a late payment fee of **Twenty five U.S. Dollars (\$25.00)** per late payment and an additional amount of **Five U.S. Dollars (\$5.00)** for each day thereafter the rent remains unpaid. Further, if any of Resident/Tenant's checks are returned unpaid, Resident/Tenant shall pay to Owner/Agent a service charge of **Twenty Five U.S. Dollars (\$25.00)** for each such check.

(b) In the event that Owner/Agent institutes legal proceedings against Resident/Tenant for any violation or default of this Rental/Lease, Owner/Agent, to the full extent permitted by law, shall be entitled to recover from Resident/Tenant the reasonable costs, fees and expenses incurred in connection with said proceedings, including, but not limited to attorney fees and court costs.

(c) To compensate Owner/Agent for the costs of preparation and service, for each and every Demand For Possession, Non-Payment of Rent notice that is served upon Resident/Tenant under any legal means of service, for which Resident/Tenant later brings the past due amounts current, Resident/Tenant agrees to pay the sum of **Twenty Five U.S. Dollars (\$25.00)**

5. UTILITIES. Check one:

Resident/Tenant agrees to and shall be responsible for the payment of any and all utilities, which shall be billed to the name of the Resident/Tenant, which Resident/Tenant shall make arrangements at his/her expense to initiate service thereof, including but not limited to electric, gas, propane, fuel oil, water, and sewage, no later than the first day of tenancy, and shall pay the utility expenses in a timely fashion. Owner/Agent shall not be responsible to reimburse Resident/Tenant for any propane or fuel oil at the premises, purchased by Resident/Tenant upon termination of tenancy. If the municipality in which the premises are located requires a deposit and authorization to bill water and/or sewer charges to the Resident/Tenant, he/she shall pay said deposit and have the billing transferred to his/her name. The use or operation of an auxiliary or supplemental heating device shall constitute a safety hazard and unless written permission for such use is obtained, shall not be permitted. Resident/Tenant agrees, for the purpose of emergency use and safety, to install, connect and maintain at their own expense, a telephone which must be installed within two (2) weeks after tenancy begins. The number must be provided to owner immediately. Failure to comply strictly with the terms of this provision shall constitute a default and all rights and remedies shall accrue to owner thereon as provided by this agreement and the law. EXCEPT: **City Water and Waste Removal is the Owners (All His LLC) responsibility.**

Owner is responsible for utilities. Resident/Tenant shall exercise due care not to operate such utility service in an unreasonable manner. The use or operation of an auxiliary or supplemental heating device shall constitute a safety hazard and unless written permission for such use is obtained, shall not be

permitted. Resident/Tenant agrees, for the purpose of emergency use and safety, to install, connect and maintain at their own expense, a telephone which must be installed within two (2) weeks after tenancy begins. The number must be provided to owner immediately.

6. SECURITY DEPOSIT. Upon execution of this Rental/Lease, Resident/Tenant shall owe with Owner/Agent the **xxx Hundred** U.S. Dollars (**\$x00.00**) to be held by Owner/Agent as security for the faithful performance by Resident/Tenant of Resident/Tenant's obligations hereunder, subject to Owner/Agent's rights under Act 348 of the Public Acts of 1972. Said security deposit is held at (name and address of bank): **TCF Bank, 33075 23 Mile Road, New Baltimore MI, 48047** This security deposit shall, as provided below, be returned to Resident/Tenant upon termination of Resident/Tenant's occupancy hereunder, provided the following conditions have been met:

- (a) The Term has expired and, generally, Resident/Tenant has fully met all of Resident/Tenant's obligations hereunder;
- (b) Proper notice was given prior to Resident/Tenant's terminating Resident/Tenant's occupancy hereunder;
- (c) There is no damage to the premises beyond reasonable wear and tear;
- (d) The Premises (including, where applicable, any appliances, bathroom, closets, cupboards, basement, garage, yard, windows and carpet) are clean and free of rubbish and debris;
- (e) No delinquent rents or other sums due hereunder are due and owing;
- (f) All keys have been delivered to Owner/Agent;
- (g) _____; and
- (h) A forwarding address has been given to Owner/Agent. 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 WILL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

If the foregoing conditions have been met, the security deposit shall be returned to Resident/Tenant within 30 days of the termination of Resident/Tenant's occupancy. If they have not been met, but Resident/Tenant has provided a forwarding address as specified in (h) above, Owner/Agent will, within 30 days of the termination of Resident/Tenant's occupancy, mail Resident/Tenant an itemized list of damages claimed, including the basis for the claim and an estimated cost of repairs, together with a check or money order for the difference. If they have not been met, including (h) above, Owner/Agent shall mail the difference between the amount of damages claimed and the security deposit, if any, after payment of any sums owing and/or repairs to Resident/Tenant's last known address.

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

7. CLEANING FEE. Resident/Tenant shall upon execution of this Rental/Lease pay Owner/Agent a cleaning fee of **Zero** U.S. Dollars (**\$0.00**) to be used to clean, sanitize and redecorate the Premises following termination of Resident/Tenant's occupancy. This cleaning fee belongs to Owner/Agent unconditionally and is not refundable under any circumstances; nor shall it apply to or become a credit against rent, Resident/Tenant's security deposit, payment for damages caused by Resident/Tenant, or any other sums due hereunder. Payment of the cleaning fee referenced herein shall not relieve Resident/Tenant of the obligation to keep the premises clean and in good repair as provided herein.

8. NOTICES. Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Resident/Tenant at the premises or to the Owner at the address as listed in this Agreement, or at such other places as may be designated by the parties from time to time.

9. POSSESSION. Resident/Tenant shall have possession of the premises on the date of commencement of the Term; provided, however, that if Owner/Agent is unable to deliver possession of the Premises on that date, Owner/Agent shall not be liable for any damages caused thereby, nor shall this 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 Rental/Lease, either Resident/Tenant or Owner/Agent may, by written notice terminate this Rental/Lease.

10. USE AND OCCUPANCY.

- (a) Resident/Tenant shall occupy and use the Premises only as a private dwelling.
- (b) Resident/Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises, including, but not limited to weed cutting, business in home, work on cars, etc.
- (c) Resident/Tenant shall neither permit nor cause any noise or nuisance upon the Premises.
- (d) The premises shall be occupied by no more than **Number** adult(s) and **Number** children without the written consent of the Owner/Agent. Occupancy by guests staying overnight for 3 days will be considered a breach of this Rental/Lease Agreement unless Resident/Tenant obtains Owner's prior written consent. Even though Owner/Agent has the absolute right to deny a request for additional occupancy for any reason whatsoever, there shall be an additional rental fee of **Twenty Five** U.S. Dollars (**\$25.00**) per additional occupant per rental payment period, regardless of whether such additional occupancy is in compliance with this Rental/Lease. Owner/Agent's accepting or charging such additional rental fee does not constitute a waiver of its right to limit occupancy.

11. PETS. Check one:

- No pets shall be brought on the premises, either inside or outside. Immediate eviction can occur if this condition is not met.
- Resident/Tenant may have _____

which Resident/Tenant agrees to maintain in a clean, safe and healthy manner. Resident/Tenant further agrees that they will be liable for and pay any costs of cleaning or repair due to damage or odors caused by said pets upon termination of this lease. If Owner/Agent did not charge a non-refundable cleaning fee at the inception of this agreement, but later determines that there is a need for this due to pets, Owner/Agent may assess such a fee by sending a bill to Resident/Tenant

for said fee which shall be immediately due and payable unless otherwise agreed to in writing. No additional pets shall be allowed beyond those listed here without Owner/Agent's express written permission.

12. HOUSE RULES. Resident/Tenant and Resident/Tenant'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 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/Tenant by Owner/Agent in writing.

13. CONDITION OF PREMISES; MAINTENANCE; REPAIRS; ALTERATIONS.

- (a) By executing this Rental/Lease, Resident/Tenant acknowledges that the Resident/Tenant has inspected the Premises and found them to be in good order and repair, except as Resident/Tenant may indicate on the Damage Checklist.
- (b) Resident/Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all fixtures, appliances, furniture, and furnishings contained therein, and shall surrender the same, at termination hereof, in the condition received, normal wear and tear excepted.
- (c) Resident/Tenant shall be responsible for the reasonable out of pocket cost of repair or replacement of damaged portions of the premises and not a depreciated value. Resident/Tenant shall not paint, wallpaper or otherwise redecorate or make alterations without the prior written consent of the Owner/Agent. Resident/Tenant shall be held responsible for the costs of cleaning and/or repair of any sewer or drains that have become blocked or impeded by the negligence of the Resident/Tenant or Resident/Tenant's agents, clerks, servants or visitors. Resident/Tenant agrees that he will not put down sewer or drains the following items: throw-away diapers, cleansing tissue, cigarette butts, grease, oil, or any other item not intended for such disposal. If a telephone and/or cable TV is installed or the existing positions of the same are altered by the service or any other person (e.g., holes in the walls or stapling of wires on the inside or outside of the premises), then such damage, if any shall become the obligation and responsibility of the Resident/Tenant.
- (d) Resident/Tenant shall be responsible for any and all repairs of whatsoever nature to the extent of **\$25.00** per repair item, and not an aggregate basis. Overtime charges for labor cost of repair shall not be paid unless exigent or emergency circumstances exist with respect to heating, plumbing or water use, and shall be subject to reasonable scrutiny by Owner/Agent.
- (e) Resident/Tenant shall not install additional appliances in addition to those as enumerated herein or by attachment hereto, without prior written permission of the Owner/Agent, including but not limited to: washer, dryer, air conditioner, dehumidifier, humidifier, dishwasher, etc.
- (f) If Resident/Tenant causes damage of any items (i.e., windows, doors, locks, etc.) said items shall be repaired or replaced immediately. If after seven (7) days the Resident/Tenant has not repaired or replaced the item, the Owner/Agent may repair or replace the item and the actual cost shall be charged to the Resident/Tenant and shall become due and owing immediately.
- (g) Any repairs by licensed contractors in excess of \$75.00 must be approved by the Owner/Agent in writing prior to work commencing. All repairs over \$1.00 must be approved in writing by the Owner if Tenant is to do the repair.
- (h) Neither Vehicle parts or any other refuse is allowed to accumulate on the premises. Disabled vehicles must be repaired or removed with 10 days.
- (i) Resident/Tenant shall test and maintain smoke alarms Monthly, Resident/Tenant agrees to take sole responsibility for this.
- (j) Resident/Tenant shall obtain and use trash cans.

IN ADDITION TO THE FOREGOING: check ALL applicable selections

Resident/Tenant is required to maintain the yard, landscaping, snow shoveling and removal, and cleaning up of the basement and garage if applicable as a condition of this rental agreement.

Common area maintenance shall be performed by: Resident/Tenant Owner. The common areas are described as being: _____

14. APPLIANCES.

The premises are rented with appliances. The appliances on the premises include: **Stove/Range, Refrigerator, & Microwave** are there for the convenience of the Owner/Agent. No part of the rent paid under this agreement is for any appliances. If any such appliance(s) fail to operate, the Resident/Tenant may repair or replace with like appliance(s) and provide for the removal of the old appliance(s) same at his/her sole expense. The installation of any replacement appliance(s) shall be performed by a licensed contractor/installer Exceptions: _____

There are no appliances provided for the Resident/Tenant's use on the premises. Resident/Tenant is solely responsible for the purchase and installation of same and said installation and removal upon expiration of this lease shall be performed by a licensed contractor/installer. Owner/Agent is NOT responsible to change or install gas, venting or electrical connections for Resident/Tenant. Any alterations to allow the use of a certain type of appliance that there are no existing connections for shall be done at the tenants sole expense by a licensed contractor, with prior approval by Owner/Agent.

15. PERSONAL PROPERTY. All of the Resident/Tenant's personal property on the premises shall be kept at the Resident/Tenant's sole risk, and the Owner/Agent shall not be responsible for any loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises.

16. INSURANCE COVERAGE. Resident/Tenant acknowledges and agrees that the Owner/Agent's fire, hazard, and liability coverage for injury or damage to persons or property, both real and personal, does not extend to or on behalf of the Resident/Tenant. The Resident/Tenant shall insure their interests. The Resident/Tenant shall obtain and maintain, at their sole expense, in full force, general liability and property damage insurance with coverage of not less than \$ _____ for injury or death to any one person, \$ _____ for injury or death to more than one person, and \$ _____ for property damage, covering all claims for injuries to persons occurring on or around the premises. The Owner/Agent must approve the

amount and the issuing company of the insurance. Each insurance policy shall also contain a provision exempting the Owner/Agent from any loss of coverage as an insured due to the acts of the Resident/Tenant. The Resident/Tenant shall give the Owner/Agent customary insurance certifications evidencing that the insurance is in effect during the term of the Rental Agreement. All policies must also provide for notice by the insurance company to the Owner/Agent of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the Resident/Tenant and the Owner/Agent as insured parties.

17. LIABILITY OF TENANT. Resident/Tenant shall be responsible for any personal injury or property damage caused by Resident/Tenants, their agents, clerks, servants, pets, invitees and visitors, and property damage caused by the overflow or escape of water, steam, gas or any other substance resulting from any intentional act of negligence of Resident/Tenants, their agents, clerks, servants, pets, or visitors. The Owner/Agent shall be released from liability arising from loss, damage, or injury to property of Resident/Tenant, invitees, and any other persons, caused by fire, accident or other casualty at the premises, including, but not limited to those occurring in the premises, common areas, if any and exterior. Resident/Tenant agrees that insurance is carried by the Resident/Tenant, to cover same, under a policy which permits waiver of liability and waives the insurer's right of subrogation, to the extent of any recovery by the injured party under the policy. Resident/Tenant agrees that any judgment against Owner/Agent may only be enforced against this property and not the assets of the Owner, his partners, principals, agents, employees or assigns.

INITIALS: _____

18. INDEMNITY. The Resident/Tenant agrees to indemnify and defend the Owner/Agent for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the Resident/Tenant or the premises, except for liability resulting from the intentional acts or gross negligence of the Owner or its employees, agents, invitees, or business visitors.

19. ENTRY AND INSPECTION. Resident/Tenant shall permit Owner or Owner's agent to enter the premises at all reasonable times and or upon reasonable notice for the purpose of inspecting the premises or showing the same to the prospective tenants or purchasers, or for making necessary repairs. At any time prior to the expiration of the rental term, Owner/Agent hereby reserves the right to affix "For Rent" or "For Sale" signs on the premises and Resident/Tenant agrees to cooperate fully with showings of the premises

20. ABANDONMENT. Abandonment shall have occurred if (1. without notifying the Owner/Agent, the Resident/Tenant is absent for fifteen (15) days while rent is due and Resident/Tenant's possessions remain in the premises; or (2. without notifying the Owner/Agent, the Resident/Tenant is absent for three (3) days while rent is due and substantially all of Resident/Tenant's possessions have been removed from the premises. If Resident/Tenant abandons the premises, Owner/Agent shall have the right to enter and repossess the premises and offer to rent the property at fair market value. Resident/Tenant shall be liable for the entire rent due for the remainder of the term, and/or the cost of re-renting the premises, including rent lost, the cost of restoration to the condition at the time it was rented, and reasonable fees for renting the property. If Resident/Tenant has left personal property in the premises, Owner/Agent shall remove and store it and give Resident/Tenant notice of this action. Resident/Tenant may obtain such personal property from Owner by paying the reasonable moving and storage expenses, unpaid rent, utilities and damages arising as a direct result of Resident/Tenant's occupancy and pay other damages of any type whatsoever which approximately arise from any acts of Resident/Tenant. Owner/Agent may sell, transfer or otherwise convey such personal property at its fair market value and set off the proceeds toward any amount the Resident/Tenant may owe Owner/Agent.

In addition to the Owner/Agent's other rights and remedies as stated in this Rental Agreement, and without waiving any of those rights, if the Owner/Agent deems necessary any repairs that the Resident/Tenant is required to make or if the Resident/Tenant defaults in the performance of any of its obligations under this Rental Agreement, the Owner/Agent may make repairs or cure defaults and shall not be responsible to the Resident/Tenant for any loss or damage that is caused by that action. The Resident/Tenant shall immediately pay to the Owner/Agent, on demand, the Owner/Agent's costs for curing any defaults, as additional rent under this Rental Agreement.

21. DEFAULT, OWNER/AGENTS REMEDIES. Failure to comply with one or more of the substantive or procedural terms of this Agreement, shall constitute a default of the entire Agreement. In case of default, Owner/Agent shall have the immediate right to possession by means of self-help or legal process, and such remedy is not intended to be exclusive but rather cumulative and in addition to any other remedies available under Michigan law.

22. WAIVER. The failure of the Owner/Agent to enforce any term hereof shall not constitute a waiver, nor shall acceptance of a partial payment of rent or other money shall be deemed a waiver of the Owner/Agent's right to the full amounts due and owing.

23. ASSIGNMENT AND SUBLETTING. Resident/Tenant shall not assign this Agreement or sublet any portion of the demised premises without the express prior written consent of the Owner/Agent. The Owner/Agent shall have the sole discretion in his approval of proposed assignments, subleases or transfers. Any assignments made without said consent shall not act to transfer or confer any rights whatsoever to the quasi-assignee.

24. JOINT AND SEVERAL LIABILITY. It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory, each and every signatory shall be responsible for all provisions of this Agreement as if they were the only signatory hereunder, including the timely payment of the entire rent sums due Owner and payment of utilities.

25. DESTRUCTION OF THE PREMISES. If the Premises are partially damaged or destroyed through no fault of the Resident/Tenant, the Owner/Agent shall, at its own expense, promptly repair and restore the Premises. If the Premises are partially damaged, rent shall not abate in whole or in part during the period of restoration, providing that Resident/Tenant continue to occupy the Premises. If the Premises are totally destroyed through no fault of the Resident/Tenant or if the Premises cannot be repaired and restored within 30 days, either party may terminate this Rental/Lease Agreement effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this Rental/Lease Agreement shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Rental/Lease Agreement shall continue, without abatement of rent, and the Owner/Agent shall repair the premises.

26. CONDEMNATION. If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in

lieu of eminent domain, either the Owner/Agent or the Resident/Tenant may terminate this Rental Agreement, effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the Owner/Agent.

27. DEFAULT AND REENTRY. Notwithstanding reentry by the Owner/Agent, the Resident/Tenant shall continue to be liable to the Owner/Agent for rent owed under this Rental Agreement and for any rent deficiency that results from reletting the premises during the Term of this Rental/Lease Agreement. Notwithstanding any reletting without termination, the Owner/Agent may at any time elect to terminate this Rental/Lease Agreement for any default by the Resident/Tenant by giving the Resident/Tenant written notice of the termination.

28. THE RESIDENT/TENANT'S POSSESSION AND ENJOYMENT. As long as the Resident/Tenant pays the rent as specified herein and performs all its obligations under this Rental/Lease Agreement, the Resident/Tenant may peacefully and quietly hold and enjoy the premises for the Term of this Rental/Lease Agreement.

29. ENTIRE AGREEMENT. This agreement, together any attachments, contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties; provided, however, that Owner/Agent may make the following modifications without the consent of Resident/Tenant in the following manner:

- (a) Owner/Agent 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 tenants or guests.
- (c) Owner/Agent may change the amount of the rental payments due hereunder to cover additional costs in operating the Premises incurred by Owner/Agent because of increases in ad valorem property taxes, charges for utilities paid by Owner/Agent, and any insurance carried by Owner/Agent relating to the Premises, providing, however, that in no single month shall such increase exceed the sum of **\$25.00**.

Such modifications or changes shall be effected by Owner/Agent's delivering or mailing 30 days' written notice of them.

30. BINDING EFFECT. This agreement shall bind and benefit the parties and their successors, personal representatives and permitted assigns.

31. SEVERABILITY. Every portion of this Agreement is severable. If any provision, or portion thereof, of this Agreement or its application, or any circumstance be invalid or unenforceable to any extent, the remainder the Agreement and the interpretation and application of the remaining provisions shall not be affected thereby, and the Agreement shall be enforced to the greatest extent permitted by law.

32. PARAGRAPH HEADINGS AND WORDS OF GENDER OR NUMBER. The subject headings of the paragraphs of the Agreement are inserted for convenience and reference only and are in now way intended to describe, interpret, define, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Decorative objects within this agreement, such as lines, bold text, etc. shall not be construed to have meaning.

33. RENTAL/LEASE SUBORDINATE. This Rental/Lease is and shall be subject and subordinate to any ground or underlying rentals, leases, land contracts 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.

34. RELEASE OF OWNER/AGENT. To the extent permitted by law, upon transferring all or a majority of it's interest in the real estate of which the Premises are a part, Owner/Agent shall be released from all liability hereunder.

35. KEYS AND MISCELLANEOUS ITEMS. Resident/Tenant acknowledges receipt of **Two** key(s) and _____

Resident/Tenant agrees to pay **Ten** U.S. Dollars (**\$10.00**) for each said item not returned upon termination of this Rental/Lease.

36. ADDITIONAL TERMS AND CONDITIONS: attach additional sheets if needed.

37. ATTACHMENTS. The following documents are attached hereto and made a part hereof by reference.

- | | |
|---|--|
| <input type="checkbox"/> Condominium Addendum | <input checked="" type="checkbox"/> Lead Base Paint disclosure and information |
| <input type="checkbox"/> Rooming House Addendum | <input checked="" type="checkbox"/> Fire Safety Agreement |
| <input type="checkbox"/> Parking Agreement | <input checked="" type="checkbox"/> Damage Checklist |
| <input type="checkbox"/> House rules | |
| <input type="checkbox"/> _____ | |

38. EXECUTION. Signed on the date first above written. The undersigned parties hereby acknowledge receipt of a copy hereof.

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 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.

Witness:

Signed:

print name

print name

Resident/Tenant _____
print name

Resident/Tenant _____
print name

Resident/Tenant _____
print name

Owner/Agent: _____
print name