

LEASE OF RESIDENTIAL CONDOMINIUM UNIT CONDOMINIUM ASSOCIATION

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE 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 WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS LEASE has been entered into as of _____, 20____, between _____, of _____ ("Landlord"), and _____, of _____, ("Tenant").

In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions herein contained, those premises situated in _____, _____ County, Michigan, commonly known as Unit ____, in the _____ Condominium Association, (address: _____), together with a license granting Tenant for the Term, Landlord's rights to use the common elements and common facilities of the Condominium Association, (excluding, without limitation, membership rights in the Unit owners association), (the "Premises").

2. **Term.** The term of this Lease shall commence on _____, and shall continue until midnight on _____, unless terminated sooner in accordance with the provisions hereof (**minimum initial term is one year**).

3. **Rent.** As rent, Tenant shall pay Landlord, in advance, on or before the first day of each calendar month during the term, the sum of _____ Dollars (\$_____). Payment shall be made to Landlord, or Landlord's authorized agent, at _____, or at such other place as Landlord may from time to time designate. Any payment not received by the _____ of each calendar month shall incur an additional late fee of \$_____.

4. **Utilities.** Tenant shall be responsible for all utility bills not paid by the Association as an operating expense in respect of the Premises during the term.

5. **Use of the Premises.**

(a) The Premises shall be used only as a single-family residence and for no other purpose, including any commercial purpose or activities.

(b) Tenant shall not cause or permit any noise or nuisance whatsoever on the Premises.

(c) Tenant shall comply with all occupancy restrictions and codes of the City of _____.

(d) There shall be no smoking allowed in the Unit or Common Elements of the Condominium.

6. **Pets.** No pets of any kind shall be kept or brought on the Premises.

7. **Parking.** Landlord will provide parking for Tenant's automobiles. Tenant must keep the parking area free of all debris. Tenant may not park in common area parking lot, this is reserved for visitors only. Automobiles must be parked only in assigned areas as follows:

CAR #1 _____ (year, make, model and plate number)

Belonging to _____ must be parked _____.

CAR #1 _____ (year, make, model and plate number)

Belonging to _____ must be parked _____.

8. **Compliance with Condominium Documents.** Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Master Deed and Condominium Bylaws (and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a co-owner) of the _____ Condominium ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the _____ Condo Association may from time to time promulgate ("Rules and Regulations"). Failure by Tenant or any person on the Premises of the _____ Condominium as a result of Tenant's occupancy to comply with the provisions of the Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease. Tenant shall indemnify Landlord and the _____ Association against and hold them harmless from any damages, direct or indirect, incurred by Landlord or the Association, as the case may be, as a result of the noncompliance by any of the aforesaid persons with the provisions of the Condominium Documents, Rules and Regulations, or any covenant of this Lease. BY EXECUTION OF THIS LEASE, TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THE CONDOMINIUM DOCUMENTS AND RULES AND REGULATIONS.

9. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.

10. **Condition of Premises; Alteration; Maintenance; Repairs.**

(a) By executing this Lease, Tenant accepts the Premises in their existing condition and acknowledges that the Premises are in good order and repair, except as Tenant may indicate on the Commencement Inventory Checklist, duplicate copies of which are supplied by Landlord as required by law and attached hereto as Exhibit A.

(b) Tenant shall maintain the Premises in a clean and sanitary condition and shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear excepted. Tenant shall not paint, wallpaper, or otherwise redecorate without the prior written consent of Landlord. Tenant shall commit no waste on the Premises.

(c) Tenant agrees to be responsible for any damage caused to the Premises by the Tenant or by the Tenant's family members, guest or invitees, and further agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Landlord or the _____ Association, at their option, may, upon discovery of damage to the Premises, enter the premises and make such repairs as are necessary to restore the Premises to their original condition, and Tenant shall reimburse the Landlord for the total cost of any such repairs for which the Tenant is responsible hereunder.

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

11. **Inspection**. Landlord, the Association, or their agents shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purpose of inspecting the Premises, showing the Premises to prospective residents or purchasers, or for the purpose of making necessary repairs. In the event of an emergency, Landlord or representatives of the _____ Association shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

12. **Indemnification**. Neither Landlord nor the _____ Association shall be liable for any damage or injury occurring on or about the Premises to Tenant, the Tenant's family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of their failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord and the _____ Association harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's or the _____ Association's failure to perform, or negligent performance of, a duty imposed by law.

13. **Possession**. Tenant shall have possession of the Premises on the date of the commencement of the term; provided, however, that if Landlord is unable to deliver possession of the Premises on that date, Landlord shall not be liable for any damages caused thereby, nor shall this Agreement be void or voidable, but rent shall abate until possession is delivered. If possession is not delivered within ten (10) days of the commencement of the term of this Lease, either Landlord or Tenant may, by written notice, terminate this Agreement.

14. **Default.**

(a) Tenant's failure to pay rent when due, or to perform any of its obligations hereunder, or to comply with the provisions of the Condominium Documents or the Rules and Regulations, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of five consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the term of this Lease and demand immediate payment thereof. Tenant may not be liable for the total accelerated amount of rent due hereunder because of Landlord's obligation to minimize damages through attempted re-renting of the Premises.

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

(c) Neither party to this Lease shall be liable for legal costs or attorneys' fees incurred by the other in connection with a dispute arising hereunder, except to the extent that such costs or fees are specifically permitted by statute.

15. **Waiver.** Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

16. **Notices.** Any notice which either party may, or is required to, give hereunder may be served personally or sent by first-class mail, postage prepaid, as follows:

(a) to Tenant at the Premises:

(b) to Landlord:

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

17. **Holding Over.** Any holding over after the expiration of the term of this Lease, unless pursuant to the express written consent of the Landlord, shall be construed as a month-to-month tenancy, which shall be governed by all applicable terms of this Lease, except that the rent shall be twice the amount hereinbefore stated.

18. **Security Deposit.** Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ Dollars (\$_____), which shall be held by Landlord as a security deposit for the faithful performance by Tenant of the Tenant's obligations hereunder. This security deposit shall be returned to Tenant upon termination of this Lease and surrender by Tenant of the Premises, subject, but not limited, to the following conditions:

(a) There shall be no damage to the Premises beyond ordinary wear and tear;

- (b) The Premises, including all appurtenances, shall be clean;
- (c) All rent due and payable under the terms of this Lease shall be paid to Landlord;
- (d) All keys shall have been returned to Landlord;
- (e) All debris and rubbish and discards shall have been placed in proper rubbish containers;
- (f) All late charges and service charges for bad checks, if any, shall have been paid; and
- (g) Tenant shall have left a forwarding address with Landlord.

Michigan Law provides that:

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

The security deposit, less any deductions, with an itemized list of damages, shall be returned to Tenant within 30 days of any termination of this Lease. The Security Deposit shall be held in an account at the _____ Branch of _____, located in _____, Michigan.

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

19. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder thereof shall remain in full force and effect.

20. **Fire and Destruction.** If the Premises, or any substantial part thereof, shall be destroyed by fire or other casualty so as to render them untenable, either Landlord or Tenant shall have the right to terminate this Lease upon written notice.

21. **Assessment Arrearage.** If Landlord should be in arrears to the _____ Association for assessments, the Association may give written notice of the arrearage to Tenant, and Tenant, after receiving the notice, shall deduct from rental payments due Landlord the arrearage set forth in the notice, together with future assessments as they fall due, and pay them to the Association. Any such deduction shall not constitute a breach of this Lease by Tenant. The Tenant is also advised that failure to remit rent to the Association in such a case gives the Association the right to evict the Tenant from the premises by summary proceedings.

22. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.

23. **Additional Provisions.**

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

LANDLORD:

Print Name:
Date:

TENANT:

Print Name:
Date:

TENANT:

Print Name:
Date:

Please return a signed copy to : RTI Property Management, 10179 Bergin Road
Howell, MI 48843