|  |  |
| --- | --- |
| **TENANT INFORMATION (Return ASAP)**  **\* Houses will be awarded first to the groups who have all information completed, turned in, and have paid the deposit/cleaning/administration fee in full.** | |
| **NAME & D.O.B** |  |
| **SOC. SEC. NUMBER** |  |
| **PHONE NUMBER** |  |
| **E-MAIL** |  |
| **CAR INFORMATION** | |
| **MAKE** |  |
| **LICENCE NUMBER** |  |
| **RENTAL HISTORY FROM LAST YEAR** | |
| **PAST LANDLORD NAME** |  |
| **PHONE NUMBER** |  |
| **FORMER ADDRESS** |  |
| **DATE OF TENANCY** |  |
| **REFERENCES** | |
|  | **RENTAL APPLICATION CHECKLIST**  Please Fill Out/Sign/Date and Turn-In the Following Forms within ASAP |
| **TENANTS LIST** |  |
|  | **LEASE:**  Sign and date where indicated with property representative |
|  | **GUARENTEE AGREEMENT:**  One for tenant with copy of driver’s license or ID |
|  | **STANDARD INVENTORY INSPECTION FORM:**  Filled out when occupation of property begins |
|  | **PORTIONS OF MICHIGAN PUBLIC ACT 348 OF 1972:**  Filled out when occupation of property begins |
|  | **LEAD-BASED PAINT LANDLORD’S DISCLOSURE FORM:**  Sign and Date where Indicated |
|  | **COPY OF DRIVER’S LICENSE OR ID FOR EACH TENANT:**  Copy front and back of license |
|  | **SECURITY DEPOSIT:**  One month’s rent |
|  | **CARPET CLEANE / LOCK CHANGE / ADMINISTRATION FEE:**  $50 per tenant (non-refundable) |

BD06923_

BD21303_

**Double A Properties LLC**

**10017 Taplin Ln.**

**Plainwell, MI 49080**

**Residential Rental Lease**

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.

1. **LANDLORD/AGENT/OWNER**
   1. **Name** Andrew Gyorkos & Double A Properties LLC
   2. **Telephone** (269) 760-5201
   3. **Address** Double A Properties: 10017 Taplin Ln **City** Plainwell **State** MI **Zip** 49080
2. **RENTAL UNIT**
   1. **Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City** \_\_\_\_\_\_\_\_\_\_\_\_\_ **State** MI **Zip** \_\_\_\_\_\_\_
3. **TERM OF LEASE** 
   1. Fixed Term Beginning(5:00 pm) \_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­\_\_\_\_\_\_\_\_
   2. Fixed Term Ending (9:00 am) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. Total Rent for Fixed Term Lease $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. **WRITTEN NOTICE**
   1. Beyond the ending date of the signed lease, the lease continues on a monthly basis, unless a 30 day advanced written notice of termination is given by either party or a different agreement is entered in writing. The right to possession and the obligation for rent will continue until the date of written notice of termination.
5. **TENANT(s)**
   1. Occupancy shall be restricted to those tenants named in the lease.

|  |  |
| --- | --- |
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

1. **MAXIMUM NUMBER OF TENANTS**
   1. Occupancy shall be restricted to those TENANT(s) who are named on this Lease. If individuals are found residing at the subject rental unit that are not on the Lease for more than a three-day period without prior approval by LANDLORD, LANDLORD, at its sole discretion, may pursue eviction of the entire house.
   2. TENANT(s) will not sub-let or assign the premises without the written consent of the LANDLORD.
2. **RENT PAYMENTS:** $\_\_\_\_\_\_\_\_\_\_\_\_ per\_\_\_\_\_\_\_\_\_\_\_ Due\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   1. **Payments to be made by check only (NO CASH) to Double A Properties: dropbox located at 513 Forest St. N.E. side of front porch or mailed to 10017 Taplin Ln Plainwell, MI 49080**
   2. Rent must be paid in one check or money order. Multiple checks from roommates are not accepted
   3. Rent is considered late on the 2nd of each month.
      1. Non-payment of rent or habitual late payment of rent shall be sufficient reason for eviction.
      2. Late fees for unpaid rent are $10 a day from when rent is received by landlord (Take into consideration, weekends, holidays, breaks, etc.). If not paid when invoiced, they will be taken from security deposit.
   4. Non-Sufficient funds (NSF) checks will be held liable for $25.00 per occurrence.
3. **DEPOSIT MONIES INITIALS: DATE:**

|  |  |
| --- | --- |
| Carpet Cleaning/Lock Change/Administration Fee (non-refundable) |  |
| DOES NOT INCLUDE HOUSE CLEANING  Security Deposit (one month’s rent) (refundable) |  |
| **Total** |  |
| \*(Refundable security deposit Not to exceed 1 ½ month’s rent) | |

1. **SALES OF PREMISES**
   1. Michigan Act 348-Sec. 14
   2. The landlord shall be liable for the security deposit until transfer of the deposit to the new owner and written notification to the tenant(s) by ordinary mail of the transfer and of the new owner’s name and address.
2. **FORWARDING ADDRESS**
   1. Michigan Public Act 348
   2. 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.
3. **SERVICES**

|  |  |  |
| --- | --- | --- |
|  | **Provided by Landlord** | **Provided by Tenant** |
| Electricity |  |  |
| Gas/propane |  |  |
| Water and Sewer |  |  |
| Garbage Pickup |  |  |
| Transporting Garbage  To curbside |  |  |
| Laundry Facilities |  |  |
| Snow Removal  Driveway/Parking Area |  |  |
| Snow Removal  Steps/Sidewalks/Porches |  |  |
| Lawn Care |  |  |
| Light Bulb Replacement | All new with start of lease |  |
| Smoke Detector  Replacement Batteries | All new with start of lease |  |

1. **TENANTS BILLS PAID BY LANDLORD**
   1. TENANT(s) will bring in confirmation number for Consumers Power and proof of water and sewer being turned on in TENANT(s) name, and prorated rent for the month of August, prior to having keys. After the first bill received, a $25.00 fee will be added to each bill that LANDLORD receives that was supposed to be paid by the TENANT(s). These bills include, but are not limited to: Gas/Electric/Water/Trash Bills and City Fines. These fines are due and payable immediately and the final water bill has been paid. Failure to provide this receipt within four (4) days of vacancy the unit will result in actual charges being assessed against TENANT(s) security deposit.
2. **INVENTORY CHECKLIST**
   1. The TENANT(s) shall note the condition of the unit and the furnishings and return a copy of the signed Inventory Checklist to the LANDLORD within seven (7) days after receiving possession of the rental unit. The Inventory Checklist will be deemed returned when the LANDLORD signs it. TENANT(s) understand and agree that failure to return this form within seven (7) days of occupancy will constitute that the TENANT(s) affirm there is no prior damage to the rental unit. Broken windows, siding, and other items that may or may not be considered vandalism that are not marked on the beginning inventory inspection are the responsibility of the TENANT(s) as the TENANT(s) assumes care and custody of the rental unit. LANDLORD at its sole discretion may refuse a checklist and consider it invalid if it is not returned within the seven-day statute period and signed by LANDLORD. In units where one (1) or more TENANT(s) are renewing, all new TENANT(s) accept the property in the condition documented in the previous beginning Inventory Checklist/Inspection. This document will be furnished by written request prior to the execution of this Lease. Failure to request this document does not relieve TENANT(s) obligations to accept this document as the beginning inventory Checklist/Inspection. In the event there was no beginning Inventory Checklist/Inspection the unit shall be considered undamaged.
3. **NOTICE OF DAMAGES**
   1. Michigan public Act 348
   2. In case damage to the rental unit attributable to the tenant(s) or other obligations against the deposit, the landlord shall mail to the tenant(s) within 30 days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant(s) must respond to the landlord’s claim within 7 days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the landlord may commence action in court within 45 days after termination of occupancy. The landlord shall not be entitled to retain any portion of a security deposit for damages claimed unless he/she has first obtained a money judgment for the disputed amount.
4. **INSPECTION OF UNIT BEFORE MOVE-IN**
   1. TENANT(s) has the right to inspect the unit at reasonable times before move-in. If TENANT(s) fails to do so or fails to make a written request of repairs prior to move-in, the TENANT(s) agrees the unit AS-IS with no representations or warranties expressed or implied or withstanding the requirements set forth by the Kalamazoo Building & Housing Code. All written requests of repairs will be reviewed by LANDLORD and performed at the sole discretion of LANDLORD.
5. **REPAIRS & MAINTENANCE-MINIMUM STANDARDS**
   1. The tenant(s) agree to give the landlord prompt written (regular/email acceptable with proof of reply) notice of repairs. The landlord will make necessary interior and exterior repairs to the rental unit to keep it in habitable condition as prescribed by local or state housing ordinance. Serious heating, plumbing, and electrical failures to be attended to within 24 hours of written request and all other necessary maintenance to be performed within ten days.
6. **COVENANT OF FITNESS-M.C.L.A. 554-139**
   1. Under Michigan Law, a landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the landlord, in writing (regular/email acceptable with proof of reply) of maintenance problems that require attention and to leave the premises in good condition (normal wear and tear expected).
7. **ALTERING PREMISES**
   1. TENANT(s) will not alter premises or LANDLORD supplied furnishings in any way without prior written consent of the LANDLORD. TENANT(s) agree not to repaint, remodel, drive nails into woodwork or other surfaces, and use any adhesive items on wall or other surfaces unless prior written permission is given to TENANT(s) by the LANDLORD. LANDLORD will consider all alterations as damages and charge TENANT(s) against their security deposit to restore the premises to its original state.
   2. All pictures and posters are to be hung by putty, no nails or thumb tacks. If the tenant does hang with nails or tacks, the tenant (s) will pay for the walls to be patched and painted. This will be taken from the security deposit.
8. **RIGHT TO PRIVACY**
   1. The tenant(s) agrees to let the landlord enter unit within 24 hours of a written request/phone call/text to repair, inspect or show the unit for next rental period. Failure by the tenant(s) to agree to a prearranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. If the landlord enters without a prearranged time, a written statement that there was entry and reason for it must be left for the tenant(s).
9. **END OF TENANCY**
   1. At the end of tenancy as defined by the LEASE, TENANT(s) agree to let LANDLORD enter unit and start the turnover process, even though keys and other paperwork might have not yet been returned to LANDLORD.
10. **NON-RESIDENTIAL USE**
    1. Premises shall be used for residential purposes only. It shall not be used for business, illegal or non-residential activities.
11. **KEYS**
    1. It is agreed the LANDLORD will provide one key to each TENANT upon execution of Lease and move-in date. At the end of the Lease term, all keys and any copies made are to be returned to LANDLORD. Any keys not returned by 9:00 am on the last day of tenancy are subject to a $75/lock re-keying fee applied against Security Deposit. TENANT(s) accept existing locks as safe and acceptable. TENANT(s) may request locks to be changed at the beginning of tenancy, or at any time for a flat fee of $75/lock. Any locks that are found installed by individuals other than the LANDLORD will be removed and LANDLORD will assess a $75/lock change-out fee.
12. **PARKING** 
    1. Total parking spaces provided by LANDLORD for TENANT(s): As Available TENANT(s) shall park only vehicles listed with LANDLORD under Vehicle Information Form, in the location specified by LANDLORD. TENANT(s) are not to park in areas designated for use by other TENANT(s). It is the TENANT(s) duty to see that rule is strictly enforced. TENANT(s) will not park boats, trailer, snowmobiles, or unlicensed vehicles on the premises at any time without LANDLORD’S WRITTEN PERMISSION. TENANT(s) are aware that any vehicle other than those listed with the LANDLORD can be towed away and the cost of such towing will be responsibility of the vehicle’s owner. TENANT(s) are not to park as to obstruct other TENANT(s). No parking on the lawn. No guest parking on this property.
13. **PETS/RODENTS/FLEAS**
    1. Whenever infestation of insects, rodents, or other pests exists in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the landlord. Tenant(s) of single unit private dwellings shall exterminate any insect, rodent, or other pests (except wood eating or wood destroying insets) infesting that portion of the premises tenant (s) occupies. Tenant(s) responsibility for extermination shall begin 30 days after occupancy commences, providing the unit is free of infestation upon occupancy.
14. **PETS OR ANIMALS**
    1. Pets or animals of any kind will not be permitted on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT default. If a pet is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(s) will be charged a $300 damage fee and pet shall be removed from the premises immediately.
    2. No fish tanks without written permission
15. **NOISE/INTOXICANT/PARTIES/ORDINANCES**
    1. No parties under any circumstance. Tenant(s) shall not conduct themselves or permit any activity to take place at the rental unit that violates any federal, state, or local laws. This includes violation of local noise and housing ordinances. Tenant(s) are responsible for the actions of their guests. Any of the following will be grounds for an eviction: (a) tenant is convicted of a violation of any noise or nuisance ordinance, (b) conduct of tenants or guests results in a judicial finding against the landlord, (c) as a result of the conduct of tenants or guests, the property receives a nuisance party designation under local ordinances.
    2. Recurring noise violations, providing to or consumption of alcohol by underage persons, may be grounds for an eviction as determined by the LANDLORD. At no time shall the number of individuals in the house be greater than three times the number of bedrooms. Failure to comply with this provision shall give LANDLORD right to terminate the Lease at its sole discretion.
16. **ABANDONMENT OF PERSONAL PROPERTY**
    1. Personal property left by vacating tenant(s) and not claimed within 30 days of end of tenancy is considered abandoned. Landlord will make a diligent effort to contact tenant(s) before disposing of any property. Tenant(s) agrees to reimburse landlord for reasonable storage charges upon receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.
17. **GARBAGE**
    1. Each TENANT(s) shall deposit all garbage in the proper outside container each day. It is the TENANT(s) responsibility to bring the container to the proper pick-up area no earlier than 8:00 p.m. the night before scheduled pick-up day and to remove the container by 5:00 p.m. on the scheduled pick-up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to the TENANT(s) with an additional $25.00 processing fee payable to the LANDLORD. The City has been historically charging at least $50.00 for containers left on curb-strip or not returned to their proper place after their scheduled pick-up times. Garbage should be placed into specified containers only. Do not overfill dumpsters because the Garbage Company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items and the TENANT(s) will be billed for the removal of these items.
    2. Tenant shall keep the property in a clean, healthy, and good condition, and maintain all appliances and fixtures in good working order and condition, dispose of all rubbish, garbage, and other waste in a clean, safe, sanitary manner, and shall not destroy, deface, damage or remove any fixture, appliance, or any other part of the property.
    3. Landlord may charge tenants a $50.00 fee for picking up cans, bottles, cigarette butts, paper and any and all litter from the property.
18. **FIRE EXTINGUISHERS/SMOKE DETECTORS/LIGHTBULBS**
    1. All smoke detectors and fire extinguishers are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they go dead and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. Tenants have 7 days after move-in to report, in writing, non working/missing light bulbs. After move in, there is a 7-day grace period to report in writing that a smoke detector or fire extinguisher is malfunctioning. If the device is malfunctioning in any way contact the LANDORD immediately. Upon receipt the LANDLORD will promptly repair these items. After the 7-day grace period the TENANT(s) is held responsible for these devices. If the LANDLORD identifies one of these devises is missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the TENANT(s). Fees assessed on a labor and material basis.
19. **FIREPLACES** 
    1. All fireplaces in rental units are non-working or decorative. Tenants understand they will not attempt to use these non-working fireplaces and claim full liability for any attempt to alter or make these fireplaces useable.
20. **CITY OF KALAMAZOO FINES AND CHARGES**
    1. Per the City of Kalamazoo Zoning Ordinance, the city can impose fines against properties for numerous violations. The following is a non all inclusive list that identifies some of the fines that the tenants (s) will be held liable to through their Landlord. The landlord is forced to pay these fines on behalf of the tenant (s) through a lien process. The Landlord has no control over what the city decides to charge, but is forced to pay. Some of the more frequent violations are as follows: Trash not being placed in a container, trash container not in the appropriate place or being left past the drop times, interior furniture outside, noise violations, trash in lawn, failure to keep sidewalks clean in winter, parking in lawn. Tenant (s) acknowledge and fully understand that the City of Kalamazoo and Landlords does not give any prior notice before assessing fines and fees. Tenants (s) can request a copy of the City of Kalamazoo Zoning Ordinance at any time by going down to City Hall. Directions can be obtained from the Landlord. If the home is padlocked by the City, Tenant (s) will be responsible for the damages and the unpaid rent through the end of their lease.
21. **ADDITIONAL TENANT CONDITIONS:**
    1. No smoking inside of the house. Dispose of cigarette butts properly. If a tenant or guest is found smoking inside of the property or there is evidence of a tenant or guest smoking inside, a $100.00 fine will be assessed and is payable immediately upon receipt.
    2. Do not, under any circumstance, attempt repairs or maintenance of any kind. Call/email/mail/text the Landlord for all repairs. For example: leaking pipes, jammed windows, non-working locks, etc.
    3. Tenants shall keep the heat at a proper temperature during the winter months to prevent pipes from freezing. If such damage occurs due to the fault of the tenant, they are responsible for the cost of repair and renovation.
    4. Landlord will not be held responsible for ice damage from the overhangs of the house to any person or property.
    5. No water furniture of any kind
22. **COLLECTING OF OUTSTANDING ACCOUNTS**
    1. TENANT(s) agree that if there are amounts due to LANDLORD after tenancy has ended and security deposits have been settled, then these monies will be paid promptly by the TENANT(s). If not paid promptly, the balance will be placed for collection until such a time as a final statute driven interest rate based on a money judgment is awarded to the LANDLORD. TENANT(s) authorize any and all delinquent account balances as determined by LANDLORD to be reported to the Credit Bureau of Kalamazoo.
23. **FAIR HOUSING-WE ARE AN EQUAL HOUSING PROVIDER**
    1. In accordance with the law, this property is offered without respect to race, color, religion, sex, handicap familial status, or national origin.
24. **LIABILITY OF LANDLORD**
    1. TENANT(s) hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to premises or personal injury arising from TENANT(s) use of premises, or from any activity, work or thing done, permitted or suffered by TENANT(s) in or about the premises. If in LANDORD’s judgment, there is substantial damage to the premises in such circumstances, LANDLORD may terminate this Lease by giving written notice to TENANT(s) and TENANT(s) will be held responsible for damages and loss rents until such time as the premises is re-rented.
25. **RENTERS INSURANCE**
    1. Tenants hereby notified that Landlord’s insurance does not insure against loss of personal property on the premises due to fire, theft, vandalism or other causes. It is recommended, but does not required, tenant (s) obtain personal liability insurance as well as insurance on tenants own property for fire, casualty loss, theft and all other losses. (i.e. Renters Insurance.)
26. **LEASE ALTERATIONS**
    1. Any alterations to this agreement shall be in writing and signed by landlord and all tenant(s). Lease Alterations must not violate local, state, or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting).
    2. If any provision of this Lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
27. **CONFLICT RESOLUTION**
    1. All parties agree that if any legal action pertaining to the enforcement of this lease or any of its provisions is initiated by any party to the subject lease, said action shall be filed and heard in the jurisdiction of which the rental unit is located unless prohibited by law.
28. **TERMINATION OF LEASE**
    1. If tenant(s) fails to meet the terms of this lease, landlord may elect to terminate the lease, re-enter, and take possession of the premises, only in accordance with the statutes of Michigan, and only after providing written notice to the tenant(s). Landlords shall reenter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by tenant(s) and shall not re-enter by means force, lockout, or termination of essential services. In the event of recovery of the premises by the landlord, the landlord shall use his best efforts to re-rent the premises on reasonable terms. Tenant(s) agrees to pay landlord any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of the lease.
29. **FALSE PRE-REPRESENTATIONS**
    1. If any representations of TENANT(s) prove to have been false or misleading in any material way when making application for this Lease, then the LANDLORD may declare this Lease void and may take possession of the premises.
30. **CONTINGENCIES, TERMINATION and NON-OCCUPANCY**
    1. TENANT (s) is required to meet certain contingencies prior to taking possession of the rental unit. These contingencies include, but are not limited to: signing of all leasehold documents, receipt of all required, signed and notarized guarantee agreements and receipt of full security deposits. TENANT(s) will not be allowed to take occupancy of the rental unit until these requirements are met. TENANT(s) is responsible for the payment of rent beginning with the inception date listed on the Lease regardless of whether they take occupancy. In ability to meet a contingency is not sufficient reason to terminate this Lease. Should TENANT(s) decide not to take occupancy for whatever reason, TENANT(s) is to give written notice to LANDLORD as soon as possible of their intention to not take occupancy. Tenant (s) will forfeit (loose) total amount of security deposit. LANDLORD will then attempt to re-lease the unit at that point. TENANT(s) responsibility to pay rent will terminate once the unit is successfully re-leased, or the TENANT(s) Lease expires, whichever occurs first. Should LANDLORD refuse occupancy due to contingencies not being met, the LANDLORD will again attempt to re-lease the unit to a new party. Should the TENANT(s) subsequently meet the required contingencies prior to the unit being re-leased, occupancy will be granted. In any case, LANDLORD will notify TENANT(s) once the unit is re-leased and that the obligation to pay rent has ceased.
31. **JOINT AND SEVERAL AGREEMENT**
    1. All tenants who sign this lease are jointly and severally responsible for the payment of rent to the landlord and for damages caused to the rental unit (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms of the terms and conditions of the contract by one or more tenant(s) shall be considered a failure of all tenant(s) to meet the terms and conditions of the contract and shall make all equally responsible.

INITIALS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_

1. **FULL UNDERSTANDING**
   1. This Lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except attachments made under the Additional Tenancy Conditions herein, if any, which shall become a part of the Lease.
2. **AGREEMENT SIGNATURE**
   1. When executed by LANDLORD and TENANT (s), agrees that this shall constitute a binding agreement for the lease of this property. All parties to this Agreement have read, and agree to abide by all the rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this lease

|  |  |  |
| --- | --- | --- |
|  | **Tenant’s Signature** | **Date** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |

**Landlord Signature\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Standard Inventory Inspection Form**

Michigan Public Act 348

YOU SHOULD COMPLETE THIS CHECKLIST, NOTING THE CONDITION OF THE RENTAL PROPERTY, AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINIG POSESSION 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 CHARGABLE TO THE LAST PROIR TENANTS.

It is the landlord’s responsibility to fill out the ending condition. This inspection form becomes a basis for refunding the security deposit.

Don’t forget to consider items such as windows, screens, doors, locks, electrical and plumbing fixtures, paint, shelves, carpeting, draperies,

and closets. Don’t forget signatures.

Address of Unit\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beginning Condition Date\_\_\_\_\_\_\_\_\_\_\_\_\_ Ending Condition Date\_\_\_\_\_\_\_\_\_\_\_\_\_

# KITCHEN

Floors

Walls/ceiling

Stove/Refrigerator

Sink/Countertop

Other

# LIVING ROOM

Floors

Walls/Ceiling

Other

# BATHROOM #1 #2 #1 #2

Floors

Walls/Ceiling

Toilet

Shower/Tub

# Other

**BEDROOM(S)**

#**1**Floors

Walls/Ceiling

Other

**#2** Floors

Walls/Ceiling

Other

**#3** Floors

Walls/Ceiling

Other

**#4** Floors

Walls/Ceiling

Other

**#5** Floors

Walls/Ceiling

Other

**#6** Floors

Walls/Ceiling

Other

**BEGINNING TENANT’S SIGNATURE/DATE ENDING TENANT’S SIGNATURE/DATE**

**PUBLIC ACT 348 OF 1972**

**Sec. 8.**

(1) The landlord shall make use of inventory checklists both at the commencement and termination of occupancy for each rental unit which detail the condition of the rental unit for which a security deposit is required.

(2) At the commencement of the lease, the landlord shall furnish the tenant 2 blank copies of a commencement inventory checklist, which form shall be identical to the form used for the termination inventory checklist. The checklist shall include all items in the rental unit owned by the landlord including, but not limited to, carpeting, draperies, appliances, windows, furniture, walls, closets, shelves, paint, doors, plumbing fixtures and electrical fixtures.

(3) Unless the landlord and tenant agree to complete their inventory checklist within a shorter period, the tenant shall review the checklist, note the condition of the property and return 1 copy of the checklist to the landlord within 7 days after receiving possession of the premises.

(4) The checklist shall contain the following notice in 12 point boldface type at the top of the first page: “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.”.

(5) At the termination of the occupancy, the landlord shall complete a termination inventory checklist listing all the damages he claims were caused by the tenant.

**I have read and understand the information above**

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

**Tenant’s** **Signature Date**

**LEAD-BASED PAINT LANDLORD’S DISCLOSURE FORM**

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-

**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 managed properly housing, Landlords must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet and lead poisoning prevention.

**LANDLORD’S DISCLOSURE**

\_\_\_\_\_\_\_\_\_\_\_\_ Presence of lead-based paint and/or lead-based paint hazards (check one below):

Landlord’s initials

* + 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.

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

Landlord’s initials

* + 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 paints and/or lead-based paint hazards in the housing.

**AGENT’S ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_\_\_\_\_ Agent has informed the Landlord of the Landlord’s obligations under 42 U.S.C. 4852d and is Landlord’s initials award of his/her responsibility to ensure compliance.

**TENANT’S ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_\_\_\_\_ Tenant has received copies of all information listed above.

Landlord’s initials

\_\_\_\_\_\_\_\_\_\_\_\_ Tenant has received the federally approved pamphlet *Protect Your Family From Lead in Your* Landlord’s initials *Home*.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LANDLORD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**