

RESIDENTIAL LEASE AGREEMENT

Dated _____

V011116

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.

1. **Landlord/Agent:** Name John Potter 616-318-1549 john@tanglewoodproperties.com

2. **Owner:** Name Tanglewood Properties, LLC Fax: 616-957-1294
Mailing Address: 6757 Cascade Rd. SE, # 208, Grand Rapids, MI 49546

3. **Tenants Names:** _____
(adults on lease) _____

Other minors/children who will be living in the home _____

4. **Address of Rental Unit** _____

5. **Term of Lease:** Begins 12:00 pm (noon) _____, and ends at 12:00 pm (noon) _____

6. **Rental Charges:** Rent _____ per month
Other _____ per _____ (Describe other charge _____)
1st month's rent payment covers from _____ through _____
2nd rent payment of \$ _____ ** covers from _____ through _____, and is due on _____
All remaining rental payments are due on the 1st of the month. (** 2nd month = _____ days X \$ _____ per day)

7. **Late rent:** Tenant(s) agree that all rent payments must be mailed or delivered on the 1st (unless the 1st falls on a weekend or legal holiday, in which case rent is due on the next business day). Rent is considered late as of the 4th (mailed payments are considered late if postmarked by the 4th or later). Late charges are \$30.00. If rent is still unpaid as of the 15th, eviction proceedings may begin. A \$30.00 service charge will be assessed for each check returned for non-sufficient funds, in addition to any resulting late fees. Failure of the Tenant(s) to pay rent on the due date on three or more occasions will be considered a breach of this agreement and grounds for termination of tenancy.

8. **Additional charges:** Tenant(s) agree that any late fees, utility payments made to landlord, damages, NSF fees, or any other charge as determined by this lease will be paid by the 1st of the following month with that month's rent. All such fees and charges are considered rent, and your rent will be considered late if all money owed is not paid on the 1st.

9. **Security deposit:** Security deposit _____
Other deposit _____ (describe _____)
Total deposit _____

Tenants agree to pay total security deposit in advance of tenancy. The security deposit will be held in a security deposit account at _____, unless a Surety Bond has been posted with _____. Tenants agree not to use the security deposit as final month's rent. Security deposit is only to be used by landlord for (a) damages by the tenants which are considered in excess of normal wear and tear, (b) excessive cleaning, (c) removal of trash or tenants belongings at termination of tenancy, (d) unpaid rent or rent due to early termination of tenancy, (e) any other unpaid charges or utilities. Tenant understands that Landlord reserves the right to collect for any costs left unpaid by tenants at termination of tenancy by any legal means necessary.

10. **Services (Who Is Responsible) Note: T = Tenant, L = Landlord**

Electricity	T	L	Lawn care	T	L	Smoke Detector Batteries	T	L
Gas	T	L	Snow removal	T	L	Light bulbs	T	L
Water/sewer	T	L	Cable/internet	T	L	Security system	T	L
Garbage pick-up	T	L	Telephone (local)	T	L	Other _____	T	L

11. **Utilities:** Any utility that is the Tenant(s) responsibility must be put into Tenants name effective on the starting date of this Lease (unless special arrangements are made). If any utility bills which are the Tenant(s)' responsibility are mailed to the Landlord, the Landlord will pay this bill and mail a copy to the Tenant. A \$25.00 service charge will be added, and the total amount will be due with the following month's rent. Landlord is not responsible for any telephone or cable installation charges, unless noted here:

12. **Items that are supplied with the rental unit and are to be returned at end of lease (unless X'd out here):** Stove, refrigerator, microwave, washer, dryer, phone, security system, window blinds, shower curtain, wireless router, light bulbs, fire extinguisher, CO detector, smoke alarms. Additional items supplied w/ unit _____

13. **Inventory Checklist: An Inventory Checklist (describing the condition of the rental unit at move-in) will be left in the unit at move-in.** Tenant must review all items on this Checklist, add any problems found in the unit, sign the Checklist, and return Yellow copy (keep Pink copy) to the Landlord within seven days of moving into premises, otherwise premises will be considered to be in the condition described in the original Checklist. Any items found to be broken, torn, stained, inoperative, burned or damaged in any way must be reported on the Inventory Checklist.
14. **Joint and several agreement:** This tenancy is joint and several. This means that each person is responsible not only for his/her obligations, but also for the obligations of all other tenants on this lease. This includes rent payment, damages, rules violations, or any other obligation listed in this Lease. At the end of tenancy, security deposit will be returned in one lump sum to be divided by Tenants. Money disputes between Tenants are to be resolved by the Tenants. Landlord cannot act as judge in these disputes.
15. **Renewal and Modification of This Lease:** At the end of this lease, whether choosing to renew or not renew this agreement, either Tenant or Landlord must give opposite party a **minimum of sixty (60) days notice prior to end date.** All 60 day notices must be in writing - oral agreements are not binding. For leases that end between April 1 and September 1, Landlord will generally inquire by Feb. 1 whether Tenants intend to renew or not renew the lease. If Tenant does not respond by Mar. 1, Landlord may begin to show apartment to interested parties. If new parties wish to lease the apartment once current lease ends, current Tenants will have rights of first refusal to renew their lease at new terms if they choose, and landlord agrees (repeated violation of lease by current Tenants may be cause for non-renewal).
16. **Early Termination:** If Tenant(s) move before the expiration date for this agreement, tenant is responsible for all rental charges until premises are re-rented, or the end of this agreement, whichever occurs first. It is understood that any damages allowed by law will be charged against the deposit. There will be a \$400 fee for terminating this lease early.
17. **All Tenants Must Sign Lease – No Unauthorized Residents:** Occupancy shall be restricted only to those Tenants listed on this Agreement. If individuals not on the Lease are found to be residing at the unit for longer than three days without the written consent of the Landlord, Landlord, at its sole discretion, may pursue eviction of the entire household. All individuals living in the unit must be approved by the Landlord, fill out an application, pay Application Fee, and undergo a criminal/credit/landlord/employment check. **VIOLATION OF THIS RULE IS CONSIDERED GROUNDS FOR EVICTION.**
18. **Subletting/Changing Tenants:** No subleasing, sharing of the premises or assignment of this Lease is permitted unless approved in writing by the Landlord. Any new tenant(s) must also be approved by all current leaseholders. Only those persons listed on the lease may live in the premises. Any new Tenants added to the lease must fill out an Application, be approved, pay application fee and sign Lease Assumption Agreement. There is a \$100 fee for subletting or changing tenants
19. **Legal Expenses:** Tenant(s) shall be liable for all expenses incurred by the Landlord, including statutory attorney fees and court costs, which are a result of Tenant(s)' violation of any provision of this lease.
20. **Parking:** Number of off-street parking spaces provided by landlord: . All other parking must be on the street. All vehicles on the premises must be operational. No storage of vehicles on the property. Absolutely no parking on lawn areas unless approved by Landlord. Additional parking rules: _____
21. **Cleanliness:** Tenant(s) agree to keep the premises, yard, parking area and common area free of garbage and debris. All garbage must be stored outside of the building in garbage cans. Garbage is to be put out for disposal weekly. Tenants' trash that must be removed by Landlord will be billed to the Tenant(s). Minimum charge is \$50.
22. **Common Areas in the Building:** Do not store personal items in the common areas of the building such as hallways and stairs. Please keep common areas clean, and free of garbage and debris. In common laundry rooms do not leave your laundry unattended in or around machines for long periods of time. For everyone's safety, locked doors to common areas must be kept locked at all times. Do not store garbage in common areas. Front porches or stairs of multiple-unit buildings are not to be used for hanging out, drinking, loud music or eating. Respect your fellow tenants and neighbors.
23. **Responsibility:** Tenant(s) agree to be responsible for his/her conduct and the conduct of their guests, children, pets or other occupants of the premises, including costs for damages, fines, behavior, clean-up, etc. Tenant(s), other occupants of the unit and their guests must not act in a vulgar, abusive, aggressive or violent manner to other tenants or neighbors. Landlord has the sole discretion to terminate tenancy based on this clause, or the following clause #24, in his/her best judgment.
24. **Parties/Disturbances:** Please do not disturb your fellow Tenants and neighbors. Loud music, parties, loud TV, musical instruments, public intoxication and disturbance of neighbors and other Tenants will not be tolerated. Maximum number of people in any unit at any time is not to exceed three times the number of people on the lease. If local Police are called to the premises to enforce local ordinances or for noise violations on multiple occasions, Landlord, at its sole discretion, may pursue eviction proceedings. Violation of this covenant will be considered a breach of this Agreement.
25. **Illegal Activities:** Tenant(s) shall not engage in illegal activities on the premises. If it is determined that illegal activities are occurring on the premises, the Landlord may begin immediate eviction proceedings, including 24 Hour Notice to Quit/Termination of Tenancy for illegal drug violations, and Tenant(s) will be held responsible for any loss of rent during term of lease.

26. **Smoking:** Smoking is not allowed in the units at any time. Tenant(s)' guests must not smoke in the building. There will be a minimum charge of \$200 each time signs of smoking are observed. Smoking includes cigarettes, cigars, pipes, marijuana, hashish, incense or any other burning except candles. Smoking indoors will be grounds for termination of tenancy.
27. **Pets or Animals:** Pets or animals of any kind are not allowed on the premises at any time without the prior written consent of the Landlord. All pets/animals must be approved by the Landlord, and a written Pet Agreement must be signed, and a \$250 non-refundable annual pet fee (per pet). At start of this Lease, it is agreed that _____ pets have been approved, a Pet Agreement is a part of this Lease, and fees have been paid. Any violation of this clause will be considered a breach of this Lease, and will allow the Landlord to consider the Tenant(s) in default of this Agreement. **If a pet is found on the premises, even temporarily, without the written consent of the Landlord, Tenant(s) agrees to pay a \$350 damage/cleaning fee and the pet must be removed immediately unless approved by Landlord.**
28. **Insurance:** Tenant(s) are hereby notified that Landlord's insurance does not insure against loss of personal property due to theft, vandalism, fire or other causes. Tenant(s) are responsible for personal liability insurance on Tenant(s) own property. **Renter's insurance is highly recommended,** but not required. Tenant agrees not to hold Landlord responsible for any damage or injury suffered by the Tenant, their family, or guests, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law.
29. **Invalid Provisions:** If any provision of this lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
30. **Pests/Rodents/Fleas:** Tenant(s) must determine the presence of any pests, rodents, insects (except wood-eating or wood destroying insects) before fifteen days after move-in for the infestation to be the responsibility of the Landlord. After 15 days, Tenant(s) shall be responsible for the costs of treatments for such, unless the Landlord determines the infestation was present prior to Tenant's move-in.
31. **Right To Privacy:** The Tenant(s) agree to let the Landlord enter the unit with 24 hours notice of a request to repair, inspect or show the unit. Failure of the Tenant(s) to agree to a pre-arranged time of entry will be considered as permission to enter. Immediate entry is permissible under emergency circumstances. If Landlord must enter the premises without giving Tenant notice, the Landlord will leave a note to Tenant(s) stating time and reason for entry. **Showings:** Tenant agrees to allow Landlord to show the apartment to prospective tenants prior to the end of the lease (if the Tenant is not renewing the lease, or has not notified Landlord of intentions of staying or leaving). Landlord may show the apartment up to 2 times per week.
32. **City of Grand Rapids Fines and Charge:** Per the city of Grand Rapids Ordinances, the city may impose fines and charged for numerous reasons, including trash not placed properly at curb, trash not stored in a proper container, noise violations, city sidewalks not kept clear during winter, parking in non-designated areas, and trash in the yard. Tenant(s) will be held responsible for these charges if violations are determined to be the responsibility of the tenants. Violation notices will be posted on the property, and should be corrected immediately or the city may levy fines and charges (anywhere from \$75 to several hundred dollars, depending on the offense). Please note that it is the tenant(s)' responsibility to remove trash placed or blown onto the property.
33. **Smoke Detectors, Light Bulbs, CO Detectors, Fire Extinguishers** were checked prior to Tenant(s) move-in and found to be in working order. Tenant(s) have a 7 day grace period to report any devices which are missing or not working. After 7 days, any missing or broken items will be considered the responsibility of the Tenant(s). Tenants are responsible for replacing batteries and light bulbs as needed. Never disarm or remove batteries from any safety device such as a smoke detector. After 7 days, if any of these items are found to be missing or broken, the landlord will immediately repair the items and bill the tenant(s). If you are unsure about how to replace batteries or light bulbs, please call us for assistance.
34. **Repairs and Maintenance:** Tenant(s) agree to give Landlord prompt notice of any needed repairs. The Landlord will make all necessary repairs to keep your unit in habitable condition, as prescribed by local ordinances and codes. Serious heating, plumbing and electrical failures will be attended to within 24 hours where possible. Landlord will be responsible for the cost of repair for items which are beyond the control of the Tenant(s), except in cases involving vandalism and robbery. Repairs which are the responsibility of the Tenant(s), their family or their guests shall be paid for by the Tenant(s). Note: Landlord's standard repair labor charge is \$35.00 per hour.
35. **Alterations:** Tenant(s) agree not to alter the premises in any way without prior consent of the Landlord. This includes painting, wallpapering, driving large nails into woodwork or walls, remodeling, or use any adhesives or tapes on walls. Tenant(s) are not allowed to change exterior landscaping, or add flower or vegetable gardens without prior approval of Landlord. Any fixtures permanently installed in the property, such as wall-to-wall carpeting, window treatments, etc become a permanent part of the property and are not to be removed. Landlord will consider any unauthorized alterations to the unit or grounds as damage, and charge Tenant(s) against their Security Deposit to return the unit to its original condition.
36. **Semi-Annual Inspection:** Tenant agrees that the Landlord will be allowed to perform a semi-annual inspection to insure proper use, maintenance and care of the rental unit. Landlord will call for appointment.
37. **Blocked/Plugged Toilets:** 95% of the time, blocked toilets and sinks are the result of someone putting things down them that don't belong in them (women's hygiene products, paper towels, toys, cooking grease, etc., etc.). Tenants should first try to plunge the toilet or sink themselves before calling for repair. If you are unable to fix the problem, the Landlord will send out a

maintenance person or repairman to fix the problem. If it is determined that the blockage was caused by something the Tenant(s) put in the toilet/sink, the repair charges will be billed to the tenant (generally between \$35 and \$300)

38. **Broken Screens/Windows/Doors:** Tenant(s) have care and custody of the rental unit, and are responsible for the repair/replacement of broken or missing screens/windows/doors due to their negligence or other's vandalism.
39. **Deposit Intact:** Tenant(s) agree to reimburse the Landlord immediately for any damages or repairs which are the responsibility of the Tenant(s), and not to assume that the costs will be deducted from the deposit at the end of the Lease.
40. **Light Bulbs:** Prior to move-in all light bulbs were found to be working. Requests for replacement of dead light bulbs must be made within 3 days of move-in. Tenant(s) will be charged \$2 for each missing/dead light bulb at move-out. Exterior spotlight bulbs are the responsibility of the Landlord. Please call our office if you determine an exterior floodlight bulb is not working and we will repair it.
41. **Other Maintenance Notes:**
- Notify Landlord immediately if you find any water leaks.
 - Carpets should be vacuumed regularly, and professionally steam-cleaned every year or two.
 - Be sure your furniture has protective pads on the legs, to avoid cutting or scraping hardwood and ceramic floors
 - Wipe up liquid spills immediately, especially on hardwood floors.
 - All storm windows and screens are to be kept in place.
 - Windows should not be left wide open when tenant is gone all day (rain, storms, wind, etc.)
 - Shower curtains must be kept closed during showers to prevent water damage.
 - Toilets, tubs and sinks must be cleaned regularly to avoid permanent staining.
 - All appliances provided to the tenant are on loan, and should be cleaned regularly (especially stoves).
 - Do not put hot objects or cigarettes on counters or appliances. Do not cut on countertops, use a cutting board.
 - Showers and shower walls should be cleaned occasionally with tilex/mildew remover.
42. **Keys and Locks:** Landlord will provide one key for each major entry door to each adult tenant. All keys must be returned at move out to avoid charges (\$5.00 per missing key). If a lock must be rekeyed for any reason, there will be a charge of \$25 per lock. All entry door locks are changed when tenants in a house change. Locks are only to be installed by Landlord.
43. **Lockout Charge:** Tenants can request to be let in to their apartments/homes if they become locked out. There will be a minimum \$35.00 lockout charge for this service.
44. **Tenant Responsibility/Liability in Freezing Temperatures:** Tenant(s) agree to not shut-off, stop service or turn back heat on days when temperatures are below freezing. Tenants agree to pay for all damages that result from not complying with this rule.
45. **Excessive Utility Usage:** In the case where the landlord pays for a utility, the Tenant agrees to reimburse landlord for utility expenses that exceed the previous average expenditures, including unreported water leaks.
46. **Fireplaces:** All fireplaces are for decorative purposes only. **Fires must never be lit in any fireplaces.** Fireplace flues are normally blocked and severe smoke damage can occur if a fire is lit. Violation of this rule is considered a major breach in the Agreement and may result in eviction.
47. **Balconies:** Unless noted here, balconies are not to be used for any purposes. Some balconies have roofs that will be severely damaged if furniture is placed on them. **Balcony use:** _____
48. **Additional property rules:**
- **Quiet time in all multi-unit buildings is from 11 pm to 7 am. Noise must be kept to a minimum.**
 - All furniture on porches or decks must be outdoor type furniture.
 - When moving, do not drive moving trucks on lawn or over sidewalks or curbs. All vehicles must remain on street or drive.
 - Children are not allowed to play on or around any area which may endanger themselves, or disturb other tenants or neighbors.
 - Home businesses, such as babysitting, hair styling or any other home businesses are not allowed.
 - No water beds are allowed.
 - Extremely loud motorcycles are prohibited.
 - All windows must be properly covered with blinds, shades, curtains. No sheets, newspapers, towels etc.
 - No parties, disturbances or regular hanging out by large groups on front porch. Gatherings should be held in back yard.
 - Tenant(s) shall not allow use of premises where there is an unusual amount of traffic into and out of building.
49. **End of Tenancy:** When your move-out day is approaching, Tenant(s) will be mailed a Move-Out Checklist to help make sure necessary items are taken care of in order to receive your deposit back. Tenants are expected to leave the apartment in roughly the same condition as they found it when moving in (other than normal wear and tear) and will be charged for not properly cleaning or removing debris, as defined by the Move-out Checklist. After the move-out date and time, Tenant(s) agree to let Landlord begin turnover process, even if Tenant has not turned in all paperwork and keys.

50. **Notice of Damages:** Within thirty days after the termination of occupancy, the Landlord will mail to the Tenant(s) an itemized list of any damages attributed to the Tenant(s) or any other obligations or charges against the deposit. The list shall be accompanied by a check or money order for the difference between the original deposit and the total charges for any damages or other obligations of the Tenant(s). The Tenant(s) must respond to the Landlord’s claim by mail within seven (7) days of receipt of the itemized list, or forfeit the amount claimed.

51. **Abandonment of Personal Property:** Personal property left by vacating tenants after the move-out date and time will be considered abandoned. Landlord may, at its sole discretion, determine to store the property in a storage facility, and charge tenant(s) for storage costs and moving fees. Tenant(s) give the Landlord the right to retain possession of abandoned property until storage charges are paid in full.

52. **Forwarding Address (Michigan Public Act 348):** *“You must notify your Landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.”*

53. **List any Addendums to this Lease Agreement** _____

54. **Safety Items:** All common doors in a building must be kept locked at all times. Exterior porch lights should always be left on at night. If exterior floodlights are not working, call Landlord for repair. If your home comes with a security system, we highly recommend you activate the security service. Keep doors and windows locked when not home. Always use door’s deadbolt when locking. If windows are open, be sure window limiting pins are in place. Always report trespassing or suspicious activity to the Police. Never leave valuables in your car exposed to viewing at night. Get to know your neighbors. Keep garage doors locked. Get Renter’s Insurance.

55. **Co-Signer/Guarantee:** The following tenants are required to have Co-Signer Agreements in order to meet the Income and/or Credit qualifications for approval for this Lease. These Co-Signers guarantee the Tenant(s) performance of the Lease in regards to all financial obligations agreed to in this Lease, should the Tenant not fulfill their financial obligations. All Co-Signer Agreements listed here are addendums to this Lease and become a part of the Lease.

Tenant	Co-signer	Date Signed
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____

56. **Agreement Signatures:** When executed by Landlord and Tenant(s), Landlord and Tenant(s) agree 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 signatures	Date	Tenant’s signatures	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Landlord _____ Date _____

Lead Disclosure (Lead Warning Statement): *Housing built before 1978 may contain lead-base paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing Landlords must disclose the presence of lead-base paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally- approved pamphlet on lead poisoning prevention.*

Lessee’s acknowledgement:

Unless otherwise stated below, I understand that the lessor has no knowledge of or reports of lead-based paint and/or lead-based paint hazards in the building. I further acknowledge that I have received a copy of the pamphlet **Protect Your Family from Lead in Your Home.**

Reports of Lead Hazards: _____

Acknowledged _____

Important points in this lease

By initialing below, I/we agree we understand and agree to the following important terms of this lease:

SMOKING – We understand that smoking of any kind is not allowed indoors, and agree not to smoke, or allow our visitors to smoke indoors. We agree to immediately pay a cleaning/damage fee of \$200 if evidence of smoking is found in the unit or building. We also understand that a second violation of this policy will likely result in eviction proceedings beginning.

PETS – We understand that pets can cause significant damage to the rental property, and agree that no pets will be brought into the unit without prior approval of the landlord. Once approved, we agree to perform the necessary maintenance and responsibility of owning a pet, including regular cleaning of indoor cat litter boxes, and cleaning and removal of outdoor dog feces on a DAILY basis.

SMOKE DETECTORS – We understand the importance of smoke detectors in the home. We agree not to remove smoke detectors, or to consult landlord when any maintenance issues with them arise.

WINDOW SCREENS – We understand that the replacement or repair window screens can be expensive if they are removed or damaged.

WOOD FLOORS - We agree to maintain and protect expensive wood floors from damage, especially from scratching and water damage.

WINDOWS must not be left wide open when the apartment isn't occupied, to prevent water damage from unexpected rain storms.

OVERLOADING OF WASHERS/DRYERS – We agree not to overload the provided washer and dryer, and agree to be responsible for the cost of repair or replacement if either should require repair due to evidence of overloading.

Initials _____