

RESIDENTIAL LEASE AGREEMENT

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.

MRK Management, LLC
1103 Shelter Lane
Lansing, Michigan 48912

517/336-7006
517/336-7017 (Fax)
mrkmgmt@comcast.net

This lease, made this ____ day of _____, 201____, between _____, hereinafter called the "Landlord or Lessor" and _____ hereinafter called "Tenant or Lessee."

(a) **TERMS AND PREMISES:** Landlord hereby leases to Tenant, residential property located at _____, **East Lansing, Michigan 48823**, for a term of _____, beginning on _____ and ending at 12:01 a.m. on _____. These premises are to be used for private residential purposes only.

(b) **JOINT AND SEVERAL TENANCY:** If more than one person signs this lease as a tenant, the obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph.
(1) _____ (2) _____, (3) _____, (4) _____, (5) _____, (6) _____

(c) **RENT:** Tenant must pay landlord's agent, MRK Management, LLC, as rent for the entire term, a total of \$ _____, equal to \$ _____ per month, beginning August 01, 20 _____. The rent is to be paid as follows:

\$ _____ due by August 1, 201____
\$ _____ due by December 1, 201____
\$ _____ due by March 1, 201____

Payment should be mailed to arrive on or before the due date. Rent must be paid to the MRK Management, LLC in one check or money order at the following address:

1103 SHELTER LANE, LANSING, MICHIGAN 48912

(d) **DISCOUNTED RENT:** If Landlord receives payment on time and in one check, Tenant will be granted a **\$400** discount per each full four-month payment period. The discount is meant to encourage prompt payment of rent. Late rent may subject the Tenant to eviction proceedings and liability for damages.

(e) **PREMATURE TERMINATION:** If Tenant vacates the premises before this lease term expires, Tenant remains liable for rent until the premises are re-rented. Both Tenant and Landlord have a duty to mitigate damages. In the event of a lawful eviction for whatever reason, Landlord has the right and duty to re-rent the property to mitigate damages. The Tenant remains liable for any difference between the rent so collected and the rent due under the lease, plus allowable expenses arising from the eviction and re-renting

(f) **DISHONORED CHECK:** A check returned for any reason will result in a \$40.00 processing fee and may result in the loss of the early payment discount.

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ (Each tenant must initial)

- g) **LAWN MAINTENANCE:** Tenant is responsible for lawn mowing, trimming, raking, and shoveling of snow, ice and other foreign articles as specified by the City of East Lansing. Equipment required will be provided by Landlord. Any tickets or charges or violations of the City of East Lansing Ordinance will be the sole responsibility of the tenant. Any expenses will be considered additional rent to be paid within seven (7) days of being notified.
- (h) **LEASE RESERVATION FEE:** A total of \$_____ will be paid, one-half at lease signing and the balance within two weeks thereafter. The Lease Reservation fee is nonrefundable but will be credited to Tenant's account upon move-in.
- (i) **SECURITY DEPOSIT:** A total security deposit of \$_____ will be paid at the time of move-in. The security deposit must be deposited at the following financial institution and may be mingled with the security deposits of Landlord's other tenants:

COMERICA BANK, 2615 Lake Lansing Road, Lansing, Michigan 48912

NOTICE:

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.

- (j) **NONREFUNDABLE CLEANING/TRASH PICK-UP FEE:** Tenant must pay a nonrefundable cleaning fee of \$_____ and a city trash fee of \$_____ at the time of lease signing. If the city increases trash fees, the Tenant will be charged accordingly.
- (k) **OCCUPANCY:** Only the persons who sign this lease may reside at the premises. If more than _____ persons occupy the premises, the landlord may terminate this tenancy. **Occupancy must not exceed the number mandated by local ordinance. These premises are licensed for _____ persons.** Tenants may accommodate guests for reasonable periods (up to two weeks); other arrangements require Landlord's written consent.
- (l) **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety. **The following areas may not be used as sleeping rooms:**

/ _____ / _____ / _____ / _____
Note: The city of East Lansing may fine violators \$1,000 or they may be sentenced to 90 days in jail.

- (m) **KEYS/LOCKS:** Tenant will receive _____ keys from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$ **100.00** for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$ **25.00**. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent.
- (n) **UNAUTHORIZED USE OF MAILING ADDRESS:** Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent \$ **150.00**.
- (o) **CONDITION OF THE PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession of the premises.** Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided. Landlord may videotape the premises before occupancy.

(1)____(2)____(3)____(4)____(5)____(6)____ (Each tenant must initial)

- (p) **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the premises. All items included will be recorded on the inventory checklist and move-in video.
- (q) **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain ___ smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.
- (r) **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g. painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.
- (s) **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain premises in a safe, habitable and fit condition. Tenant must notify **landlord's agent IMMEDIATELY, BY PHONE at 517/336-7006 of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Landlord must make all repairs that in Landlord's sole judgement are required by law. Landlord must make every effort to do so within a reasonable period of time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against Landlord. Landlord must maintain those things requiring periodic maintenance (e.g. heating, air conditioning, and cracked windows). Tenant must notify Landlord of any maintenance problems immediately. If problems are worsened because of Tenant's failure to inform Landlord, the Tenant may incur financial responsibility for repair.
- (t) **PIPE-FREEZE PREVENTION:** If tenant plans to be away from the premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage. A temperature of 65° will prevent pipes from freezing.
- (u) **REPAIRS DUE TO TENANT'S NEGLIGENCE:** Damage to the premises caused by Tenant's negligence, or their guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.
- (v) **LANDLORD'S RIGHT OF ENTRY:** Landlord, or landlord's agent, may enter the premises during normal business hours with reasonable notice to Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice.
- (w) **USE OF THE PREMISES:** Tenants must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:
- ✓ *Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance.*
 - ✓ *Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase.*
 - ✓ *Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises.*
 - ✓ *Deface or damage, or allow another to deface or damage any part of the premises.*
 - ✓ *Change the locks or install any additional locks or bolts without Landlord's written consent.*
 - ✓ *Place a waterbed or other heavy article on the premises without Landlord's written consent.*
 - ✓ *Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes.*
 - ✓ *Install any antenna or satellite without Landlord's written consent.*
 - ✓ *Use water closets, basins, and other plumbing fixtures for any purpose other than those for which they were designed.*
 - ✓ *Play amplified music outside the premises and place no speakers in the windows of the house.*
 - ✓ *Allow live bands or play live musical instruments on the premises.*
 - ✓ *Allow kegs on the premises.*
 - ✓ *Host any social gatherings that result in neighborhood complaints or police visitations/citations.*

(1)____(2)____(3)____(4)____(5)____(6)____ (Each tenant must initial)

- (x) **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service after service of a written demand for possession for termination of this Lease under this provision.
- (y) **NOISE VIOLATIONS:** Tenants agree that in addition to any fines imposed by the City of East Lansing for noise violations at their residence, whether caused by tenants or tenants' guests, they will also owe the property owner a noise fee of \$500.00 as damages for the first noise violation and an amount equal to one month's rent of for any subsequent noise violation. Tenants also understand that a noise violation may result in "terms and conditions" on the house or in eviction proceedings.
- (z) **PETS:** Dogs, cats, and other pets are not allowed on the premises without Landlord's written consent. If a pet is found on the premises without permission, a penalty of \$25.00 per day will be imposed.
- (aa) **PARKING:** Landlord will provide parking for _____ automobiles only. Only one car per Tenant may be kept on the premises. Tenant must keep the parking area free of debris. Parking on any lawn area violates East Lansing City Housing Code and is prohibited. Tenants may not rent out parking spaces to non-residents.

(bb) MISCELLANEOUS COSTS AND OBLIGATIONS: Check the appropriate box below:

- | | | | |
|---------------------------------|--|---|--|
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>pays for electricity.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>pays for all gas or fuel.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>pays for water & sewage.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>pays for trash removal.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must dispose of all trash each week by placing in a designated container.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must mow the lawn.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must rake the leaves.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must remove snow and ice from the driveway/parking area, walkway and steps.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must change the screens and storm doors as weather dictates.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must change the furnace filters monthly.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must clean the dryer filters.</u> |
| <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | <u>must replace the light bulbs and smoke alarm batteries.</u> |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | _____ |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | _____ |

- (cc) **PEACEFUL AND QUIET USE OF PREMISES:** In exchange for Tenant's timely payment of rent and performance of all terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.
- (dd) **SUBLET AND ASSIGNMENT:** Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form. The landlord reserves the right to charge a fee of up to \$200.00 per sublet or per substitution on one tenant for another on the lease.
- (ee) **RENTER'S INSURANCE:** Tenant is strongly advised to carry renter's insurance on his/her personal property (e.g. clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.
- (ff) **BASEMENT:** Tenant has been advised that basements in houses may experience dampness, water infiltration or even flooding during rainy periods. Storage of Tenant's belongings in basements are done at the Tenant's own risk. Lessor shall be held harmless for any damage to personal items stored or used in basement. Lessor's insurance does not cover damage to Tenant's personal possessions.

1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ (Each tenant must initial)

(gg) LEASE ADDENDUM, RULES, REGULATIONS: If the premises are located in the City of East Lansing, the *East Lansing Lease Addendum* must be attached. Additional pages of rules and regulations, signed by all parties, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.

(hh) BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION: If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law.

(ii) CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY: At the end of Tenant's occupancy, Landlord must complete inventory checklist to assess damages that Landlord claims were caused by Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Landlord must mail to the Tenant, within 30 days or Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used— provided, of course, that the tenant has given a forwarding address.

(jj) END OF LEASE TERM: When the lease term ends, Tenant must promptly **vacate the premises, remove all personal property, and return all keys.** Tenant must dispose of all trash and leave the premises in clean condition. The house should be left in the same condition in which the Tenant received it upon move-in.

(kk) HOLDING OVER: If Tenant continues in possession of any part of the premises after the expiration of lease term, this rental agreement shall continue in the sole discretion of the Landlord, in full force and effect on a day-to-day basis at a rate of up to \$500.00 per day. Each Tenant must initial this paragraph. (1)_____, (2)_____, (3)_____, (4)_____, (5)_____, (6)_____.

(ll) ENFORCEMENT OF LEASE PROVISIONS: Failure to strictly enforce any provision of this lease, by either the landlord or the tenant, does not constitute acceptance of a change in its terms. Landlord and tenant are still obligated to perform as indicated in this lease.

(mm) MODIFICATIONS: No modifications to this lease are binding unless all parties agree upon them in writing.

(nn) ADDITIONAL PROVISIONS: (1) Tenants agree to maintain exterior appearance of house & yard. This includes appropriate placement of outdoor furniture, grills, bins, trashcans, shovels, cigarette containers, etc. All such items are restricted to the back yard, with specific consideration for neighborhood noise and social hour restrictions. If the lawn is not maintained or debris accumulates in the yard, the landlord will remove the debris after one week of written notification and charge a \$50.00 fee to be paid immediately upon receipt. (2) Tenants have noted that they are **non-smokers** and will not allow smoking in the house or allow smoking debris to accumulate outside the house.

This RESIDENTIAL-LEASE AGREEMENT is signed on _____, 20__

**All those who sign it
acknowledge by their signature, that
they have read it, understand it, and voluntarily agree to it.
Further, each person is mentally competent and 18 years or older.**

Landlord's Signature(s) _____
Agent, MRK Management, LLC

Tenant's Signature(s) _____

This document was drafted in consultation with student residents
under the supervision of clinical faculty at the
MSU-DETROIT COLLEGE OF LAW, RENTAL HOUSING CLINIC
541 East Grand River, P.O. Box 310
East Lansing, Michigan 48826
Phone (517) 336-8088, Fax (517) 336-8089

Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards

LEAD WARNING STATEMENT

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

LESSOR'S DISCLOSURE (INITIAL)

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below

_____ (i) Know lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

XXX (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

_____ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents _____ below):

XXX (ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGMENT (INITIAL)

_____ (c) Lessee has received copies of all information listed above

_____ (d) Lessee has received the pamphlet Protect your Family from Lead in Your Home

AGENT'S ACKNOWLEDGMENT (INITIAL)

XXX (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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.

LESSOR _____ Date _____
Agent, MRK Management, LLC
For

Lessee _____	Date _____
Lessee _____	Date _____
Lessee _____	Date _____
Lessee _____	Date _____
Lessee _____	Date _____
Lessee _____	Date _____

EAST LANSING LEASE ADDENDUM

City of East Lansing <http://www.ci.east-lansing.mi.us>

Call the Rental Housing Advocate at 337-1731 for housing questions.

Unit Address: _____, **East Lansing, Michigan 48823**

- LICENSE AND INSPECTIONS.** A valid rental license is required for all rentals. It must be displayed inside the premises. A person who rents out or occupies a rental without a license may be fined up to \$1,000 per day. All rentals are subject to inspections by the City Housing Compliance Officers.
- OCCUPANCY LIMITS.** This unit is licensed for a maximum of _____ unrelated individuals, family or domestic unit. This occupancy limit must be displayed on the license and in the lease. Owners and all tenants may EACH be fined up to \$1,000 a day for over-occupancy.
- SLEEPING ROOMS.** Basements, attics and other rooms cannot be used as sleeping rooms if they do not comply with requirements for windows, square footage, exits and ventilation. These requirements are in place for the health and safety of the tenants. Violators may be fined up to \$1,000 or sentenced up to 90 days in jail. Under these requirements, using the following areas as a sleeping room is illegal:

√ **ANY BASMENT ROOM** √ _____ √ _____ √ _____

- PARKING.** Park only in designated areas. Parking on the lawn, over the sidewalk, or on the street from 2 a.m. – 5 a.m. is illegal and subject to tickets and fines.
 - This unit has _____ legal parking spaces, as shown on the attached parking plan.
 - This unit is in a neighborhood ~~with~~ **without** (CIRCLE ONE) permit parking.
- TRASH AND RECYCLING.** Owners must supply approved containers and covers for trash, and provide approved storage where trash remains until weekly pickup. Owners and/or tenants must properly store, remove, and dispose of all trash/litter and recyclable items. The owner shall provide a City of East Lansing recycling bin and a 96-gallon East Cart for every 4 renters where the City provides recycling and trash service. The City will collect one 30-gallon or one 32-gallon can per week where an Easy Cart is not required. All other trash must be placed in yellow City trash bags available at City Hall, the Department of Public Works and local stores. Trash must be placed at the curb for pickup and may not be set out earlier than 7:00 p.m. the evening before scheduled pickup. Easy Cart and containers must be brought in from the curb by 10:00 a.m. the day after pickup. Responsible party should check and initial.

Trash Removal From Storage Area to Curb for Pick up: Owner Tenants

Trash and Recycling Service provided by: Owner City

- NOISE OR PUBLIC NUISANCE.** Penalties for noise violations may result in civil and criminal fines up to \$1,000 and up to 90 days in jail. A property is a public nuisance if it is violating drug, liquor, public health, safety or welfare laws. The penalties are substantial and may include eviction and forfeiture of personal property, and may result in restrictions or revocation of the rental license. **Any violation of East Lansing City Code may be deemed a public nuisance.**

- 7. **PARTY LITTER.** Bottles, cans, cups, kegs, food wrappers or containers left in yards for more than eight hours from the time a litter violation notice is posted on the property or no more than 2 hours if personally served is a municipal civil infraction, punishable by a maximum fine of \$1,000. The violation is issued to the property's occupants.
- 8. **SNOW SHOVELING/GRASS CUTTING/LEAF RAKING.** Grass must be shorter than 6 inches. Sidewalks must be shoveled within twenty-four hours after the last snowfall. Violators may be fined. Appropriate tools must be provided by the property owner to the tenants if any of the following responsibilities are assigned to the tenants. Responsible party should check and initial.

SNOW SHOVELING		GRASS CUTTING		LEAF RAKING	
<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenants	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenants	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenants

- 9. **Pets.** Pets ~~are~~ **are not** (CIRCLE ONE) allowed in this unit. Dogs must be licensed at Ingham county Animal Control (517/676-8370). Pets must not be kept in the front yard. Pets must be kept in a clean area. Pets that are not licensed or properly cared for may be impounded. Dogs must always be confined or kept on a leash.
- 10. **NEIGHBORHOOD ASSOCIATION.** Most areas of the City have active Neighborhood Associations. Your unit is Bailey Neighborhood Association. Call City Hall at 337-1731, ext. 213, to contact a representative in this group.
- 11. **LEGAL AGENT.** This unit may have a legal agent, someone to whom the owner legally assigns responsibility for all aspects of managing this unit. This unit **does not** (CIRCLE ONE) have a legal agent.

Agent Name: MRK Management, LLC
 Address: 1103 Shelter Lane, Lansing, Michigan 48912 Phone: 517/336-7006

Under city code, responsibility for trash removal and property maintenance are assigned to the property owner. However, under the terms of this lease, and as noted in this addendum, specific responsibility *may* be assigned to the tenants.

We, the undersigned owner, legal agent, and tenants, have read the addendum, checked and initialed the addendum in the spaces indicated, circled terms indicated, and filled in the blanks with the correct information.

TENANTS SIGNATURE(S) and DATE:

_____/_____/_____
 _____/_____/_____
 _____/_____/_____

OWNER SIGNATURE and DATE:

LEGAL AGENT SIGNATURE and DATE:

_____/_____/_____

 Agent, MRK Management, LLC

RULES & REGULATIONS

MRK MANAGEMENT, LLC.
Ron & Dayna Reynolds, Agents
1103 Shelter Lane
Lansing, Mi 48912
Phone No. (517) 336-7006
mrkmgmt@comcast.net

BUSINESS HOURS:

- Monday - Friday, 9:00 AM to 5:00 PM.
- Please call during regular business hours unless you have an emergency. (517-336-7006)

UTILITIES:

Transfer all utilities to your name by August 1, 20

Cable - Comcast	1-800 824-2000
Electric - Board of Water and Light	517 371-6006
Gas - Consumers Energy	1-800 477-5050
Water - City of East Lansing	517 337-1731

TRASH:

- ~Trash day is _____. Trash cans are to be taken to the curb on _____ evening and taken back from the curb on _____ as soon as the trash has been picked up.
- ~ Please remove all trash weekly. If we have to remove trash after a violation notice from the city is issued, there will be a service fee of \$50.00—plus the costs of East Lansing City fines—due at the end of the same month.

SIDEWALK MAINTENANCE:

- ~All sidewalks must be cleared of snow from **edge to edge** within twenty-four hours of a snowfall. Otherwise, the house will be ticketed by the city. If the landlord is ticketed for failure to clear the snow from a sidewalk, the tenants will add the cost of the ticket as additional rent for the next month.

INSPECTIONS:

The city of East Lansing conducts annual inspections of all rental units. We will notify you about the date of your housing inspection. About one week before the inspection, we will conduct a pre-inspection and will notify you if we find any tenant-related problems to be addressed before the inspection.

RENT:

- ~Please mark your calendar for dates your rent is due. The rent is to arrive on the dates specified in the lease. Deduct the discounted rent unless you are late or the payment is not issued in one check.
- ~ All payments received shall be applied first to any returned check charges and late fees due, then to other amounts due, then to rent due.
- ~If any checks are returned to the landlord unpaid, the landlord will charge a service fee of forty (\$40.00) dollars for each such check.
- ~If landlord must initiate legal proceedings against tenants for a violation of this lease, landlord shall be entitled to recover its reasonable costs of enforcement, including attorney's fees and costs, from tenant.

LOCKS:

- ~City code forbids pad locks and hasp locks on bedroom doors. If you want a lock on your door, the landlord may install a passage set for \$35.00 that will remain when you move. You will be provided one (1) key.
- ~There will be a \$25.00 charge to unlock doors if you lock yourself out of the house/room.

WALLS, CEILINGS & DOORS:

- ~If something needs painting, contact us. Please **DO NOT PAINT** without written permission.
- ~Please **DO NOT** use two-way adhesive stickers on the walls or doors. It rips off drywall and will be costly to remove and repair.
- ~Nothing may be hung from the ceiling. Tenants may not put holes in the ceiling for any reason.

BATHROOMS:

DO NOT FLUSH TAMPONS, SANITARY NAPKINS OR CONDOMS DOWN COMMODES. These items clog the system. Tenants will be charged for cleanout services if those items are found in sewer line. Call us for drain line stoppage, do not use Drains.

FIRE SAFETY:

We cannot stress the importance of fire safety strongly enough!

- ~Outdoor grills must be placed in an open area on the driveway away from the house when in use. Do not light a grill on any porch areas, beneath an overhang, near a garage or by any other structures. All grills must be placed at least ten (10) feet away from any flammable structure.
- ~Candles are a major fire hazard. We strongly discourage their use. Soot build-up from candles may incur painting costs for tenants.
- ~Please do not remove the batteries from any smoke alarms. Replace them immediately when they wear out.
- ~Torch type lights, with halogen bulbs get hot enough to ignite drywall, drapes and mini blinds. We strongly discourage their use.
- ~Extension cords are prohibited by the City of East Lansing. Please use surge protectors instead of extension cords.
- ~**All fireplaces are for decorative use and are not to be used.**

WASHERS AND DRYERS:

Overloading of the washing machine or dryer causes certain items to be swallowed by the pump and will prohibit the machine from working properly. Socks or other clothing items removed from the laundry machine pumps in order to repair a washer will be charged to the tenant.

SCREENS AND WINDOWS:

- ~All screens and windows are in working order at move in. In order for the property owner to pass inspection all screens must be in place, windows not broken and both must be operable. Screens or windows that are broken ripped or missing at move out will be charged to the tenants. Please do not remove the screens and storms from the windows.
- ~~~The upstairs skylight cannot be opened under any circumstances.~~

CARS AND PARKING:

- ~Parking is available for tenants only. Only one car is allowed per tenant.
- ~No parking is allowed on the lawn at any time.
- ~Tenants may not rent out parking spots on premises.
- ~Tickets will be issued by the city of East Lansing to cars parked in the street after specified hours. Please familiarize yourself with the parking regulations on your particular street.

WATER SHUT OFF:

On the day of move-in, we will show you how to shut off the water in your house. Should a water line break within your dwelling please shut off the water and then call us immediately. Shutting off the water will minimize damage to the house and to your possessions.

LAWN MAINTENANCE:

- ~If the tenants are responsible for lawn care, the yard must be maintained according to city standards. If a warning is issued, either by the city or by the landlord, tenants have to rectify the problem within twenty-four (24) hours of first notification. Failure to comply will result in the lawn being professionally mowed and charged to the tenants. The tenants will add the cost of the mowing as additional rent for the next month.
- ~Tenants are responsible for yard litter and must keep the premises clear of debris ,cigarette butts, newspapers, etc. If the city issues a litter violation, the problem must be resolved within the timeframe specified on the warning ticket. Otherwise, the Landlord will notify the tenants in writing to pick up litter in the yard. If the debris is not picked up within twenty-four (24) hours of first notification, the landlord will have the litter removed and bill the costs of removal to the tenants. The charges will be paid as rent at the end of the month that the bill was sent.

THE ROOF:

The roof on any dwelling is not to be use for sitting, standing, sunning or any activity whatsoever. Roofs are needed to shed water; any use of the roof other than its intended use will be considered a violation of the terms of the lease agreement. Any and all damage resulting from any access on to a roof will be charged to the tenants. Roof damage is expensive, stay off the roofs!

DISHWASHER:

Use only **dishwasher** soap in the dishwasher. Dish soap will cause the machine to flood the floor.

SUBLETTING:

Tenant’s leasehold may not be assigned or sublet without the written consent of the property owner. The landlord reserves the right to charge a fee of up to \$200.00 per sublet or per substitution of one tenant for another on the lease.

SMOKING:

~Smoking is not allowed in any area of the dwelling. If there is smoking outside of the house, please contain the debris so that it is not littering the yard, driveway, etc.

~~Tenants will be charged for clean up of cigarette butts and smoking debris outside the premises. One week after notification, the debris will be removed at the cost of \$50.00, to be paid immediately upon receipt.

NOISE:

~Tenants cannot use the premises in such a manner as to generate noise which may disturb other residents or neighbors. If we receive a noise complaint—even if it does not result in a police citation—it is still a violation of your lease.

~No amplified music is allowed outside the premises.

~No speakers may be placed in the windows of the house.

~No live bands or live musical instruments are allowed on premises.

~Kegs are not allowed on premises.

OVER-OCCUPANCY:

~Over-occupancy is dangerous and illegal. Any suspicion of over-occupancy will be reported to the city staff, who will then conduct a spontaneous inspection. Anyone living on the premises who is not on the lease will leave that day. Those on the lease may face eviction.

ANIMALS:

We love animals...but they are NOT allowed on the premises at any time. The presence of any animal on the premises is a direct violation of the lease agreement and may result in eviction. At the very least, it will produce a pet fee of \$25.00 for each day the pet is on the premises.

Please return inventory checklists to us within one (1) week of the move-in date. We will sign it and return a copy for your house files.

Date

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Please call if you have any questions.

Ron and Dayna Reynolds, Agents
MRK Management, LLC
517-336-7006
mrkmgmt@comcast.net

MOISTURE AND MOLD ADDENDUM

This Moisture and Mold Addendum is attached to and incorporated into the Rental Agreement for the property between the landlord and tenant. In consideration of the mutual covenants set forth in the lease and below, and other good and valuable consideration landlord and tenant agree as follows:

Mold is found virtually everywhere in our environment—both indoors and outdoors and in new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup. Because mold occurs naturally and can grow almost anywhere, LANDLORD cannot guarantee TENANT that the property is or ever will be, a “mold-free environment.” Tenant’s housekeeping and living habits are an integral part of mold prevention. Mold and/or mildew should be cleaned as soon as it appears. Tenant can take steps to reduce the mold/mildew growth on the property. These steps include the following:

- Keep the Premises free from dirt and debris at all times, especially those that can harbor mold and mildew.
- Clean upon first appearance, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household mixture of one part bleach to 10 parts water.
- Notify the landlord of any mold growth on surfaces inside the dwelling unit that cannot be removed by the tenant.
- Keep windows and doors closed in damp or rainy weather.
- Do not block heating/ventilation/air conditioning/dehumidifier vents. Maintain and clean all filters/grills.
- Wipe down and dry countertops, windows, window sills, and air conditioning vents when moisture condenses on surfaces as soon as the condition occurs.
- Use exhaust fan during and after bathing. Keep shower curtain inside the tub. Report to the landlord if an exhaust fan does not operate.
- Do not allow water to pool or to sit and evaporate. Leave bathroom door open after bathing to allow moisture to evaporate. Hang towels and mats to dry. Wipe down excess moisture.
- Periodically clean and dry walls around tub/shower using a household cleaner.
- Dry any condensation that gathers in laundry area, ensure dryer vent is properly connected, and clean dryer lint filter after every use.
- Maximize the circulation of air by keeping furniture away from walls and out of corners; a minimum space of six (6) inches recommended.

Lessees agree to immediately report to lessors 1) any evidence of a water leak or excessive moisture in the property including basement, storage rooms or garage 2) any stains, discolorations, mold growth or musty odor in any of such areas 3) any malfunction of exhaust fans, dehumidifiers, and the heating or air conditioning system in the property 4) any cracked, broken or inoperable doors or windows.

TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD WILL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES DUE TO MOLD GROWTH TO THE EXTENT SUCH CONDITIONS HAVE RESULTED FROM THE ACTS OR OMISSIONS OF TENANT, OR IF TENANT HAS FAILED TO IMMEDIATELY NOTIFY LANDLORD OF ANY OF THE CONDITIONS DESCRIBED IN THIS ADDENDUM, AND TENANT WILL REIMBURSE LANDLORD FOR ANY DAMAGE TO THE PROPERTY RESULTING FROM TENANT’S ACTS OR OMISSIONS OR FROM TENANT’S FAILURE TO NOTIFY LANDLORD OF SUCH CONDITIONS.

Owner/Agent Signature:

Date:

Lessee Signature:

Date:

RENT GUARANTEE FORM

I, _____ (Parent/Guardian) of _____, guarantee the
payment of her/his rent during the period of tenancy East Lansing, Michigan 48823.

Parent's Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____