

TROFF & DENNING, INC

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 A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM AN ATTORNEY OR OTHER QUALIFIED PERSON.

PROPERTY OWNER \_\_\_\_\_

LANDLORD: \_\_\_\_\_

ADDRESS: 522 1/2 SOUTH BURDICK STREET  
KALAMAZOO, MI 49007

TELEPHONE: (269) 343-0150 FAX: (269) 343-5934

ADDRESS OF \_\_\_\_\_

RENTAL UNIT: \_\_\_\_\_

TERM OF LEASE: COMMENCEMENT: \_\_\_\_\_

EXPIRATION: \_\_\_\_\_

TOTAL RENT FOR FIXED TERM LEASE: \_\_\_\_\_

RENT PAYMENTS: \_\_\_\_\_

PER MONTH DUE: First of month

If rent is paid after five (5) days from due date, tenant will  
be charged a late fee of \$30.00 per month.

Rents received late three or more times during period of lease  
shall be sufficient reason for eviction.

PAYMENT 522 1/2 SOUTH BURDICK STREET

LOCATION: KALAMAZOO, MI 49007

RESIDENT (S): Occupancy is limited to the individuals named:

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

Services:	Provided by	Provided by
	Landlord	Tenant
Electricity*1	_____	_____
Heat	_____	_____
Gas/Electric for cooking	_____	_____
Gas/electric for water heater	_____	_____
Water & Sewer	_____	_____
Telephone	_____	_____X_____
Garbage pick-up	_____	_____
Transporting garbage to curbside	_____	_____
Laundry facilities (washer/dryer)	_____	_____
Snow removal, Driveway/Parking area	_____	_____
Snow removal, steps/walks/ porches	_____	_____
Lawn Care	_____	_____
Light Bulb replacement	_____	_____X_____
Smoke detector replacement batteries	_____	_____X_____
Cable Television (Dishes are not allowed)	_____	_____X_____

Upon vacating premises, tenant must remove ALL items from the rental unit. Tenant may not leave trash on the curb lawn when they vacate. Tenant(s) will be charged for removal of any trash left in the unit.

#### **SECURITY DEPOSIT: Michigan Public Act 348**

Total Deposit: \$ \_\_\_\_\_

(not to exceed 1 1/2 month's rent)

The Security Deposit will be deposited at:

Name of Bank and Address

#### **INVENTORY CHECKLIST:**

THE LANDLORD SHALL MAKE USE OF AN INVENTORY CHECKLIST AT THE BEGINNING AND ENDING OF OCCUPANCY FOR EACH RENTAL UNIT. THE TENANT IS ENTITLED TO RECEIVE A COPY OF THE LAST ENDING INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO PRIOR TENANT(S). THE TENANT SHALL NOTE THE

**CONDITION OF THE UNIT AND THE FURNISHINGS, AND RETURN A COPY TO THE LANDLORD WITHIN SEVEN (7) DAYS AFTER RECEIVING POSSESSION.**

Tenants acknowledge they did receive two copies of the inventory checklist.

**WRITTEN NOTICE:**

Tenant is responsible for payment of rent for the full period of the fixed term lease.

Tenant is required to give the landlord advance written notice of intent to vacate of one rental period (e.g. 30 days prior to the end of a fixed term lease.) Upon expiration of a fixed term lease, if a new lease is not signed, tenancy shall convert to an open ended lease, in which case, advance written notice by either party of one rental period will terminate the lease. The right of possession and the obligation for rent will continue until the date of termination

**FORWARDING ADDRESS: Michigan Public Act 348**

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.

**JOINT AND SEVERAL AGREEMENT:**

All 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, etc.)

**COVENANT OF FITNESS- M.C.L.A. 554.139**

Landlords and residents, both, have maintenance responsibilities. Under Michigan law, a landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Residents are to maintain the premises in a safe and sanitary condition.

**REPAIRS AND MAINTENANCE:**

The resident agrees to give the landlord prompt notice of maintenance problems that require attention. When you have a maintenance request, if it's during office hours, call the office. If you get the answering machine, leave your name, phone, address, and

maintenance request on the machine. If it is after hours, follow the instructions on the office out-going phone message. We will dispatch the first available maintenance man to your home to complete the repair. If you are not at home, the maintenance man will enter your home with an office key and complete the repair. **If you do not want maintenance in your home without you being there, you MUST indicate that when you call in the maintenance request.**

**SAFETY DEVICES:**

Both parties acknowledge that the rental unit described herein has been provided with working smoke detectors in each bedroom, one outside the kitchen, per code, and has a fire extinguisher in the kitchen.

**THE FOLLOWING WILL NOT BE PERMITTED ON THE PREMISES:**

Illegal activity of any kind including under age consumption of alcohol, the use, sale and/or distribution of illegal drugs etc.

Furniture on porches/patios unless it is specifically exterior furniture.

Tenants will not reside in un-inhabitable spaces such as attics, basements, and garages.

Garbage and other materials not placed in curbside bins or removed by the City on monthly garbage pick-up day.

Parking on landscaped areas of the property.

Grills must be located at least 4 feet away from any combustible surface and may not be under any roof or awning,  
etc.

Marijuana may not be grown in any apartment, building, or on the premises, even if the tenant possesses a Michigan,  
or other municipality, state or Federal Marijuana Card.

**THE FOLLOWING WILL NOT BE PERMITTED UNLESS BY WRITTEN APPROVAL BY THE LANDLORD:**

Window coverings other than those provided

Any permanent additions to the unit

**MAXIMUM NUMBER OF RESIDENTS:**

Occupancy shall be restricted to those residents who are named in this lease. Violation shall be sufficient reason for eviction.

**NON RESIDENTIAL USE**

Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities. Violation will be sufficient reason for eviction.

**ALTERING PREMISES:**

The resident will not alter premises or landlord supplied furnishings in any way without prior written consent of the landlord. Thus, resident agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall, and not to have a water bed. Pictures may be hung on walls with proper picture hanging devices. No tape or poster putty.

**SUB-LETTING/ASSIGNMENT:**

The resident will not sub-let or assign the premises without the written consent of the landlord and the consent of the landlord will not be unreasonably withheld.

**PETS OR ANIMALS:**

No pets or animals of any kind will be permitted on premises without the written consent of the landlord. The presence of unauthorized pets will be sufficient reason for eviction and recovery of cost for damages. Tenants are responsible for any damage caused by pets/animals of their visitors/ invitees.

**PESTS/RODENTS/FLEAS:**

Whenever infestation of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling units, extermination shall be the responsibility of the landlord. Residents of single unit private dwellings shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. The dwelling shall be free of insects rodents and other pests upon occupancy. Resident responsibility for extermination shall begin thirty days after occupancy commences.

**KEYS:**

The landlord will provide one key per lock to each resident. Tenants must return keys upon vacating unit (see following section on TERMINATION OF TENANCY.) Non-returned keys will be deducted from the security deposit at the rate of \$5 per key.

**LOCKOUTS:**

If the landlord or authorized agent is called after normal business hours to unlock a unit, tenant will be charged a \$50 fee to be paid with the next rent payment.

**NON-SUFFICIENT FUNDS (NSF) CHECKS:**

Resident paying rent with an NSF check will reimburse landlord \$30 for NSF bank fees plus late fee of \$40.00.

**RENTERS INSURANCE OR PERSONAL AND PROPERTY LIABILITY/INSURANCE:**

In the event of fire, tornado, theft, or any situation causing damage to tenants' contents, the Landlord is not responsible for repair or replacement of said contents. Resident is responsible for maintaining his/her own personal property insurance. Resident is required to purchase personal property insurance for protection against theft, fire, loss, or damage to their personal property and provide proof to the Landlord. Landlord's liability is limited to that which is mandated by law.

**NOISE/INTOXICANTS/PARTIES/ORDINANCES:**

Violation of local housing ordinances by residents and disturbances to neighbors will not be tolerated. Residents are responsible for the conduct of their guests. Violations may be cause for eviction. Between the hours of 11:00 pm and 9:00 am, all sound (audio equipment, voices, tools, etc.) shall be of low enough volume that it cannot be heard by neighbors in adjoining units.

**LEGAL FEES:**

In the event that legal proceedings are instituted by the landlord for the enforcement or termination of this lease, the tenant shall be responsible for the landlord's legal costs and statutory attorneys' fees.

**TERMINATION OF TENANCY:** Tenancy ends when

1. Tenant(s) Lease or Month-to-Month tenancy has expired, **AND**
2. Tenant(s) has/have given Landlord 30 days written notice of their intention to move out **PRIOR** to the expiration of Lease, **AND**
3. Tenant returns all keys to Landlord **OR**
4. Landlord has been given permission by the court(s) to evict the tenants.

## **BED BUG POLICY**

The goal of this Policy is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Resident acknowledges that they have received and read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of resident, landlord and the pest management professional.
- Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
- Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

**Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:**

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
  - Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
  - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bed bugs in the apartment.
5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.

It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

## **MOLD AND MILDEW POLICY**

It is the goal of this Policy to provide sufficient information, and instructions to enable the parties to protect the quality of the rented unit's environment from the affects of mold and mildew in its various forms. It is also the goal of this Policy to clearly set forth the responsibilities of each of the parties to the rental agreement.

### **Information on Mold**

Mold is found everywhere in the environment, both indoors and outdoors. In fact mold is a significant portion of the earth's bio mass. Without mold, dead organic material would rapidly accumulate in the environment. If that were to occur, life as we know it would be impossible to sustain. Therefore mold is both natural and an essential part of earth's biology.

Mold is especially effective in digesting cellulose materials such as wood, leaves, grass, drywall, paper and dust. Part of what mold does is to break these complex materials down into simpler substances that can be easily recycled back into the eco-system.

Once mold has completed the process of eating, by breaking down the complex materials, into digestible substances, its next purpose is to reproduce. As part of the reproductive cycle mold produces tiny airborne reproductive which are called "spores". Mold spores are literally everywhere in our environment. They are found in the air throughout the year. The number of spores in the environment swells in the warm humid months of summer. It is physically impossible to remove mold spores from the air without special filtrations equipment. Experts are not in agreement as to the cause, but it appears that more people are now developing sensitivities to airborne pollens, mold spores, dust and animal dander than has historically been seen. Some people are affected by mold spores in relatively benign ways such as watery eyes or a runny nose. Other people can become seriously ill from exposure to mold, its spores, and/or toxins. Mold is unlike other environmentally dangerous substances such as lead that can be objectively measure to determine dangerous levels. Mold's impact varies tremendously from person to person. If you listen to the daily weather reports, mold and pollens are often notes, as measured by so many parts per volume of air. The higher number of mold spores, the greater the number of people that may be affected.

Why is mold such a complex health issue, when it is a naturally occurring life form which is found almost everywhere? Mold produces not only spores but it also produces a by-product which are generically described as "toxins". Each form of mold competes for food and survival with other life forms such as bacteria and other molds. In an effort to defend itself from its enemies, mold produces toxins that kill bacteria and other forms of mold. We are all familiar with penicillin, a mold toxin, and its ability to kill bacteria. Unfortunately, mold toxins can cause medical problems, even death for those people sensitive to mold by-products.

Mold must eat to survive. We now know that various forms of mold can digest drywall, paper, hair, dust and soap scum. Just about anything organic in your rental unit can be directed by mold. Two critical factors must be present for mold to grow. The most important factor other than food to the growth of mold is **water**. Without water, either in the form of liquid or humidity in the air, mold cannot live and grow. Mold growth rate when food and water are abundant increases when the ambient temperature rises. Hot and humid weather is ideal for mold growth.

For additional information, you may wish to access the EPA website at [www.epa.gov/mold](http://www.epa.gov/mold).

We now know something about "Mold's" life processes and its functions in the environment. We also know that mold must have food, water and warm temperatures to survive. With this knowledge we can take the necessary steps to keep mold where it belongs, outside your rental unit!

### **Effectively Preventing Mold**

The most effective way to prevent mold is to focus on what it needs to survive and thrive. Water is the most important factor for mold growth inside buildings. If you can effectively remove sources of water then mold growth will be prevented. As a Resident, you must be especially alert and on guard whenever there is a water leak. Plumbing leaks, roof leaks, foundation leaks or any other source of water that penetrates into the rental unit **MUST** be reported in **writing**, to the Landlord. As a Resident you are obligated to report, in writing, as which you believe is the duty of the Landlord to repair. Failure to make such a report in writhing is a breach of your Residential Lease Agreement and this policy. A prompt report in writing will give the Landlord the opportunity to repair the water penetration promptly and thereby prevent the growth of mold.

Humidity is another source of water. Mold will live off the humidity in the air when it condenses on any cold surface. When the humidity level reaches 60% and the temperatures are above 80 degrees Fahrenheit, mold activity will increase. At relative humidity of 90% and temperature above 90 degrees Fahrenheit mold growth and resulting reproduction will dramatically increase.

We urge you as a precaution to use your Air Conditioner whenever temperatures are 80 degrees Fahrenheit or higher. You are required by the terms of this policy and your Residential Lease Agreement to use your air conditioner to remove excessive humidity and thereby thwart mold growth, whenever the outside temperature is 90 degrees Fahrenheit and the outside relative humidity is 80% or higher. Moving air with fans will help by creating drying, but high levels of humidity can only be effectively controlled through the use of an air conditioner or dehumidifier during periods of high temperature or humidity. If you do not use the air or dehumidifier under this circumstances mold will eventually grow.

It is also important that you keep your apartment clean to deny mold potential food sources. The bathroom is the most important area since it is continually used for bathing and showers. The kitchen is another area of concern as a result of its use for cooking and washing dishes. Regular mopping and or vacuuming is required in both of these areas. Tilex® that will kill mold and that are also good surface cleaners. Please read the labels of your cleaning products and use common sense. It is your responsibility to remove standing water whenever you see it standing on windowsills, frames or walls. You must remove the water and make sure that you let things properly dry out. For example, leave your bathroom door open after showers. Properly hang your towels to dry. Wipe down wet surfaces such as shower walls. If you have an exhaust fan in your bathroom make sure it works and then use it.

If you become aware of any excessive mold growth especially on walls and ceilings you must immediately notify the landlord in writing so that we can examine the growth, determine the cause of the growth and effect proper repairs. Again you are required by this policy and the Residential Lease Agreement to give the landlord this notice as soon as it is practical.

#### **LEASE ALTERATIONS:**

Any alterations to this agreement shall be in writing and signed by landlord and all residents. Lease alterations must not violate local, state or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting).

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RESIDENTIAL RENTAL LEASE:

**TENANT SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_