

RENTAL 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.

This Rental Agreement, made this _____ day of _____, _____ between Harry's Rentals, hereinafter called the "Management" and _____

Hereinafter called the "Resident" as used in the Rental Agreement includes every person herein mentioned as Resident, **EACH OF WHOM, IF MORE THAN ONE, SHALL BE SEVERALLY, JOINTLY, AS WELL AS JOINTLY AND SEVERALLY BOUND BY THE TERMS OF THIS RENTAL AGREEMENT.**

PREMISES: The Management, for and in consideration of the agreements, terms, community policies (community policies may be an attachment hereto or a modification hereafter made by Landlord) and conditions, to be kept and performed by the Resident(s), does hereby rent to the Resident, the apartment known as _____ Located at Big Rapids, Michigan to be occupied and used as a residence only by the following: (only those people listed may live in the apartment-all adults must sign this Rental Agreement)

Name	Age	Relationship (If applicable)
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TERM: This Agreement begins _____ and ends _____
If a Tenant has occupied the rental unit for more than 13 months, said Tenant may terminate the lease by a 60 day written notice to the Landlord if one of the following occurs:

- (a) The Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord written proof of that eligibility.
- (b) The Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

IMMEDIATELY AFTER THE END OF THE RENTAL TERM RESERVED IN THIS LEASE, IF YOU HAVE NOT MADE ARRANGEMENTS TO RENEW THIS LEASE, THIS PROPERTY HAS BEEN RESERVED FOR SOMEONE ELSE. IT IS IMPORTANT THAT YOU TIMELY VACATE THE PREMISES BY THE END OF YOUR TERM.

RENT: Total rent payable by all Residents, severally as well as jointly and severally during the term of this Lease is \$ _____. Payments may be made in monthly installments of \$ _____, with the first installment due on the _____ day of _____, _____, and on the same day of each and every month during said term. Rent is payable in advance at the office of the Management or such other place the Management may designate. The term "Rent" includes late fees, non-sufficient fund check fees, closed account check fees and all other charges payable by Resident(s).

UTILITIES: Resident(s) shall place in their name, to be billed to Resident(s) name and paid for, unless crossed out/lined out, utilities as follows:

- Cable connections
- Electricity
- Natural gas or other form of heat source
- Water/Sewer/Sanitation
- Land line telephone service
- Any service not listed that Resident(s) desire

LATE FEE: The rental rate fixed herein is predicated upon prompt payment when due. The parties recognize that late payments involve additional costs for collection and bookkeeping. It is therefore agreed that should a Resident fail to make timely payments, as agreed, the following Late Charge Schedule will go into effect. Management must receive the rent and other sums due before the date that rent is due. Payments received after the date that rent is due subject the Resident(s), all of them, severally as well as jointly and severally, to a late fee equal to 5% of a month's rent, and additionally, Five (\$5.00) Dollars per day for each additional day for which rent is not paid accruing after the third day from the date that rent is due according to this Rental Agreement. **NOTE-** THE MANAGEMENT HAS NO AUTHORITY TO WAIVE THESE FEES. Failure to pay these late fees will be treated as a failure to pay rent and give cause for Management to evict Resident(s)-all of them.

INSUFFICIENT FUNDS OR CLOSED ACCOUNT CHECKS: Resident agrees that any checks tendered to the Management will not be returned to management for the reason of "insufficient funds" (NSF) or for "closed account". Resident agrees that any violation of this section subjects the maker of such check to a \$ 50.00 added fee to compensate Management for costs to him charged by his bank and the inconvenience to Management because of the actions of the Resident. Further, such Resident hereby authorizes Management to deduct such fee from Resident's security deposit at the termination of the lease, or in the alternative, demand payment of the same forthwith, the failure of which would give cause to Management to evict Resident as allowed by the

summary proceedings statute for the State of Michigan in such case made and provided. Failure to pay these fees will be treated as a failure to pay rent.

RENTAL ADJUSTMENT: The Resident is responsible to notify Management in writing at least 30 days prior to vacating the premises if Resident desires to vacate the premises before expiration of the term reserved. The Resident is obligated for the amount of money due to Management per the terms of the Rental Agreement for the full term of the Rental Agreement regardless of whether the Resident vacates the premises. Both the Resident and Management (if Resident gives Management advance notice) will make every diligent attempt to find a replacement tenant should the Resident vacate the premises prior to the termination of this Rental Agreement or any extensions thereof. The Resident shall keep the premises in as good repair as they are in at the commencement of said term, and at the expiration of this Rental Agreement will surrender in good condition and repair the entire premises, including the walls, ceiling, floors, doors, woodwork, flooring, plumbing, bathroom and kitchen fixtures, appliances, globes, windows and the exterior of the premises. Painting is done on an approximate five (5) year basis. Prorata charges for cost (labor and paint) of any required painting in less than five years from the date of it last being painted due to Resident's occupancy will be charged to Resident, Resident shall promptly, upon notification, pay the same to Management.

CLEANING FEE: In addition to the security deposit hereinafter referenced, Resident must pay, in advance of occupancy, a cleaning fee equal to 50% of one monthly rental payment. Tenant agrees that in the event of apartment not being complete by way of repairs and or cleaning, all monies are still due in full upon commencement, and Tenant(s) will give the time needed to complete all cleaning and repair work.

SECURITY DEPOSIT: Resident(s) security deposit of \$ _____ is solely for the performance of all covenants and agreements of this Rental Agreement. Management may use the whole or any part of the security deposit for payment of any rent, utility, fines as authorized by the Resident above, and damages to the premises beyond normal wear and tear, or any sum owed by Resident(s) to Management, but as more specifically set forth and limited in the Security Deposit Act. Resident shall have no right to demand that Management use any part of this security deposit with respect to any particular violation or default of Resident(s) and the use and application thereof by Management shall at all times be discretionary. The appropriation of all or part of this security deposit is not the exclusive remedy for Management, but is cumulative and in addition to any other remedy to which Management is entitled. In the event that Resident(s) shall comply with all the terms of this Rental Agreement, and surrenders the premises promptly, in the condition required by this Rental Agreement, at the expiration of the term, any security deposit remaining after application upon Resident(s) obligation pursuant hereto shall be returned to Resident(s) within thirty (30) days after the premises has been vacated and inspected by Management. No interest shall accrue to Resident(s) on any such deposit. In the event of a sale or lease of the premises, Management shall have the right to transfer the security deposit to the new owner, requiring such party to assume the responsibility for the return of the security deposit and Management shall

thereupon be released from any liability for the return of the same. Resident(s) shall look solely to the new owner for the return of the security deposit. It is hereby agreed and understood by all Resident(s) that Harry's Rentals shall act as sole agent for purposes of the return of said security deposit to each individual tenant whom comprises Resident at the termination of tenancy under this Rental Agreement. Resident shall not assign or encumber the money deposited as security. Your security deposit will be held in escrow at: WACHOVIA BANK, with offices in Grand Rapids, Michigan.

DISPUTE RESOLUTION: Resident agrees that the state courts that have jurisdiction within the geographical area of the premises rented by Resident(s) is the proper court of jurisdiction and venue for dispute resolution. It is agreed that venue is proper in the courts of Mecosta County, Michigan.

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 WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

RESIDENT(S) AGREES:

1. That only _____ people will reside in premises.
2. That no waterbeds will be in the premises without the Management's consent and waterbed structural insurance proof provided to Management.
3. Not to sublet or assign this lease without Management's written consent.
4. That prior to the making of this Rental Agreement, Resident has examined, inspected and knows the condition of the premises, appliances and equipment and received same in good order and repair. Resident(s) hereby waives any objections to the condition of the premises, appliances and equipment that is not evidenced by the Commencement Inventory Checklist.
5. That Management retains a pass key and has the right to enter the premises to examine or protect the same, to show to prospective buyers or renters, or to make such repairs or alterations as may be deemed necessary by Management or his agents.
6. That Management shall not be liable for injury to Resident or his guests as a result of any defect of the structure or its equipment.
7. That no alterations are to be made to the premises, nor are any additional locks or bolts to be installed anywhere, nor is there to be any painting or any other exterior to interior redecoration to be done without prior written consent of Management. All approved alterations to premises shall remain for the benefit of Management. That the Resident shall not install satellite dishes or other antenna upon the premises without Management's advance consent.
8. That if the premises is vacated or abandoned and any personal property is left in or near the premises, then such property shall be deemed abandoned by Resident. Management may remove such abandoned property at Resident's expense.
9. That the premises will be kept clean.
10. That no State laws or local ordinances will be violated on the premises.

11. That the premises will not be used in such a manner as to generate noise which will disturb other tenants or neighbors, nor will other nearby tenants be harassed or bothered in any manner by Resident.
12. THAT ALL NORMAL HOUSEHOLD MAINTENANCE IS THE RESPONSIBILITY OF RESIDENT(S). DAMAGE RESULTING FROM THERMOSTAT SETTINGS OF BELOW 50 DEGREES (i.e. frozen water pipes) WILL BE THE RESPONSIBILITY OF RESIDENTS(S). Resident(s) is responsible for all damage, including glass breakage, to premises, inside or immediately outside the unit caused by negligence of Resident or guests or any pet that may enter the premises or any damage cause by untimely notification to Management of necessary repairs that Resident(s) is unable or unwilling to perform (especially plumbing problems).
13. That vehicles will be parked only in designated areas, only one vehicle is allowed to be parked in a parking space immediately in front of the leased premises/apartment. Vehicles MUST BE IN "running condition" (no flat tires) and all vehicles upon premises must be currently licensed. If the Resident violates this section, the Resident hereby authorizes Management to remove the vehicle from the premises and charge the Resident for the cost thereof.
14. That at the end of the term, or upon termination of this Rental Agreement for any cause, Resident will at once peacefully surrender the premises.
15. That no sticker type wall hangers will be used in the leased premises. Resident(s) agrees that if he desires to affix pictures, poster, etc. he may do so only on the walls of the leased premises and only by using small pins or small hang type nails. Resident(s) understands that use of sticker type wall or tape hangers will cause damage to the leased premises and this is why Management FORBIDS the use of these sticker type hangers. There is a \$5.00 charge per piece of tape. Nail holds in excess of four (4) per room will be charged \$2.00 per nail hole for repair. If a nail hole or tape mark is found on a door, the entire door may be replaced at Resident(s) expense.
16. That Resident(s) will not clog the drainage system, including sinks and toilets. Should Management have to unplug Resident's drain caused by Resident or his guests, then Resident shall bear the cost of such plumbing.
17. That no motorcycles or mopeds will be placed inside the leased premises at any time.
18. That no barbells or other similar weight lifting equipment will be used within the premises.
19. Not to allow any sign, placard, advertisement or notice to be displayed other inside or outside the building. NOR to cover or obstruct any window or door.
20. Not to possess, consume, furnish or aid in the consumption or furnishing of any alcoholic beverages on the rented premises, except as permitted by law.
21. Not to possess, use, manufacture, produce or distribute or aid in the use, manufacture, production or distribution of any controlled substance.
22. Resident agrees that all waste will be put in a covered waste container and set out at curb side on the day designated for pick up by the waste hauler. Any waste that cannot fit in a standard and customary trash/waste can/container in such size as may be directed or requested by the waste hauler, and for which the waste hauler elects to charge an "EXTRA CHARGE", will be paid by Resident. Resident will allow no others who do not live within the premises to place trash, debris, garbage or any other thing at curb side for pick up by waste hauler.

23. Building Codes and Rental Codes require smoke detectors be within the premises as well as fire extinguishers. When you obtain occupancy of the apartment, the apartment will have smoke detectors and a fire extinguisher therewithin. It is the Resident's responsibility to maintain the smoke detectors in a working condition, this includes changing the batteries from time to time as necessary. If there is a smoke detector missing or non working caused by residents or guests, Resident must pay \$50.00 to replace it. If the fire extinguisher discharges or is otherwise not functional during the term of the tenancy, Resident has the duty to notify Management and Management will cause the fire extinguisher to be replaced or refilled and maintained as necessary upon such notice. Should it occur that the fire extinguisher is discharged by Residents, invitees, guests or any other person during the term of the tenancy, Resident will upon such event pay unto and reimburse Management for the actual cost of replacing/refilling said fire extinguisher, or \$75.00, whichever amount is greater.

MANAGEMENT AGREES:

1. That upon timely payment of rent due and Resident's performance of his obligations under this Rental Agreement, Resident shall have peaceful and quiet use of the premises during the term of this Rental Agreement; however, subject to the same or similar right of other Residents pursuant to the same or similar paragraph that may be a part of their Rental Agreement.
2. To assist Resident in interior and exterior repairs to the premises that cannot normally be done by the Resident. Normally repairs shall be done within 30 days of written notification. Emergency repairs will be handled as soon as possible after notification of the emergency by the Resident to Management, as circumstances allow.

IT IS MUTUALLY AGREED THAT:

1. In the event the premises is leased to a Resident who is comprised of more than one (1) individual, then each of the said tenants shall be jointly and severally liable for the rental payment and security deposit due under the terms of this Rental agreement.
2. In the event of a happening which makes the above described premises untenable, Management shall have the option to declare this Rental Agreement void, or Management may repair the premises and the obligation of the Rental Agreement shall continue to be binding upon the Resident from the date of completion or rehabilitation, subject to the limitations of paragraph seven (7) below.
3. If Resident shall be unable to enter the leased premises at the time provided for the reason that said premises is not ready for occupancy as a result of any cause or reason beyond direct control of Management, Management shall not be liable for damages to Resident, but during the period Resident shall be unable to occupy said premises, the rent shall be abated.
4. Resident specifically agrees not to use the premises for purposes of "hosting a party" or other social gathering. Resident further specifically agrees not to use the grounds immediately surrounding the premises (lawns, parking lots, sidewalks, etc.) for purposes

of hosting or conducting an outside party, picnic or similar social gathering. A violation of this section subjects Resident(s) to an additional \$250.00 rental charge for each and every social gathering or party held. Resident expressly acknowledges his obligation to follow the Nuisance Laws of Big Rapids as a condition of this Rental Agreement and shall give Management the right to immediately terminate Resident's possession of the premises if a City nuisance law is violated. IT IS MUTUALLY AGREED THAT TERMINATION OF POSSESSION PURSUANT TO THIS PROVISION SHALL NOT CANCEL ANY OTHER TERMS OF THIS AGREEMENT AND WILL NOT ABATE OR RELIEVE RESIDENT FROM ANY FINANCIAL OBLIGATION OF THE RESIDENT TO MANAGEMENT FOR THE PAYMENT OF RENTS OR OTHER OBLIGATIONS PURSUANT HERETO FOR THE FULL TERM OF THIS RENTAL AGREEMENT.

5. In case any rent shall be due and unpaid or if any default shall be made by Resident(s) in any of the covenants herein, or if premises is abandoned, deserted or vacated, then it shall be lawful for Management, his agents or attorneys to re-enter and/or repossess the premises and Resident and each and every occupant may be removed and put out and upon re-entry, Resident's rights under this Rental Agreement shall terminate. Such re-entry shall be accomplished pursuant to eviction proceedings as provided in Section 2918 of Act #236 of the Public Acts of 1961, as amended, or with respect to Summary Proceedings to recover possession as provided in Chapter 57 of Act #236 of the PA of 1961, as amended.
6. If Resident should default under this lease, Management shall have the right to accelerate the payment for the rent reserved or the balance of the term of this lease and declare said amount due and payable to Management forthwith. If Management should elect to accelerate as above provided, Resident may not be liable for the total accelerated amount claimed by Management because of Management's obligation to minimize damages, and either Management or Resident may have a court determine the actual amount, if any, owed by Resident as a result of Management's acceleration.
7. It is understood and agreed that the terms Resident and Management shall include the personal representatives, heirs and assigns of the parties hereto. Further, when applicable, pronouns and relative words shall be read as plural, feminine or neuter.
8. Invalidation of any provisions herein contained by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect, and one or more waivers of any covenant, condition, rule or regulation by Management shall not be construed as a waiver or a further breach of the same.
9. This Rental Agreement is subject to a check of Resident's credit and character references. Management shall then have the option of voiding this Rental Agreement for any reason within seven (7) days after signing this Rental Agreement.
10. Resident agrees not to remove drapes or blinds from the premises. Management does not furnish light bulbs, vacuum cleaners, brooms, carpet shampooers, snow shovels, shower curtains, step ladders, or normal cleaning supplies, etc. At premises where Management pays utilities, Resident agrees not to use air conditioners, freezers, electric heater or other appliances or mechanical devices that will cause extra expense to Management without reimbursement of same. Management shall not be responsible for loss of food or for any of Resident's other possessions due to appliance failure, water leak, water back up or fire. FURTHER, Management shall not be responsible for loss of

Resident's property due to theft, vandalism, or for the mysterious disappearance of Resident's property regardless of the state of security of the premises. Resident should and is encouraged to obtain a renter's insurance policy Resident from losses to Resident's personal property. Should the owner have insurance to protect himself against such losses as fire, wind, hail, tornado or other causes, but to the extent there is a deductible, the Resident agrees to reimburse the owner his out of pocket deductible expenses remaining by his insurance carrier when the loss is determined to be caused by the Resident or his guest, invited or uninvited.

11. Resident agrees that all agreements between Management and Resident(s) are set forth in this agreement and that no other agreements of any kind, oral or otherwise, have been made.

12. Resident agrees to pay \$25.00 for each time, during regular business hours (9:00 AM to 5:00 PM) Monday through Friday, the Management must unlock the unit because the Resident is locked out of the premises. This "service fee" will be \$55.00 between 5:00 PM and 9:00 AM Monday through Friday or any time on weekends.

13. Each time a Resident does an act, or fails to act, as required by this lease the additional fee or charge is authorized to be deducted from the security deposit as rent by Resident. Management will give notice and may deduct such charge from Resident's security deposit. Upon demand of Management, Resident shall add money to Resident's security deposit such that, the security deposit at all time equals one and a half month's rent. All communications regarding this Rental Agreement, and any notice under the TRUTH IN RENTING ACT shall be mailed to "Management":

HARRY'S RENTALS
18772 16 MILE RD.
BIG RAPIDS, MI 49307

DESIGNATION: I/we/each of us who are Residents, designate _____ as our Agent. Management may contact our Agent and said contact between Management and Agent is binding upon each of us. Our Agent shall also timely deliver the total rent, but payable monthly, to Management.

HOUSE RULES: Management from time to time, but with 30 days notice, can create rules that Resident(s) will comply with during the term of the occupancy. If rules in addition to the requirements of this Rental Agreement exist now for this location, a copy of the same are attached hereto and incorporated herein.

MANAGEMENT:

Resident, Cell Phone #

Resident, Cell Phone #

Resident, Cell Phone #

Resident, Cell Phone #

Resident, Cell Phone #

Resident, Cell Phone #