

RESIDENTIAL LEASE

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.

Landlord WITNESSETH: That Five Star Asset Management, LLC., in their capacity as owner/landlord, herein designated as LESSOR, LANDLORD and/or authorized agent for the property owner LESSOR, LANDLORD, does hereby, this _____ day of _____, 20____ in consideration of the rents to be paid and covenants and agreements to be performed by the LESSEE, TENANT, let and lease to: _____

Tenant _____, hereinafter designated as the TENANT(S), the following described premises located in the City of _____, County of _____, State of Michigan:

Legal Description _____

Address MORE commonly known as: _____

Term for a term beginning _____ and ending _____ to be used and occupied solely by the aforementioned Tenant(s) and by the following named occupants: _____

Children (first names): _____

Other: _____

exclusively for single family residential purposes only.

PROVIDED: In the event any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Landlord, its certain attorneys, representatives and assignees, to re-enter into, repossess the said premises, and the Tenant(s) and each and every occupant to remove and put out.

THE TENANT(S) HEREBY HIRES SAID PREMISES FOR THE TERM AFORESAID AND COVENANTS:

Rent (1) To pay the Landlord as rental for said premises the sum of: \$_____ represented by the rent payable over the term of the Lease. Said rent shall be paid in full at the beginning of the lease agreement, covering the entire year of rent breaking down to \$_____ per month, in lawful United States currency, delivered to the Landlord at:

Where to Deliver **Five Star Asset Management, LLC., - 12500 E. 13 Mile Rd Warren, MI 48093** or at such place as Landlord from time to time designates in writing.

Late Fee In the event the monthly rental payment is not received on or before the first (1st) day of each month, Tenant shall pay Landlord a late fee in the amount of \$50.00 for each such late payment.

Return Check Charge Tenant shall reimburse Landlord for any and all processing charges for any check of the Tenant's which is returned because of insufficient funds, a closed account, or any other similar cause. In the event that Tenant's check is returned because of insufficient funds, a closed account, or any similar cause, the Landlord shall have the right to require Tenant to pay the monthly installment of rent by cash, money order, certified check, or cashier's check. Such rent shall not be considered paid until it is actually received by the Landlord.

Notice to Landlord Notices required under the Truth in Renting Act or provided for hereunder shall be sent to **Giovan Agazzi** at **12500 E. 13 Mile Rd, Warren, MI 48093** or to such other person and/or address as the Landlord may from time to time in writing supply to the Tenant(s).

Security Deposit (2) Upon the execution of this Lease, Tenant shall deposit with Landlord the additional sum of \$_____, receipt of which is hereby acknowledged by Landlord, as security for Tenant's performance of the terms and conditions of this Lease. The security deposit may be used (a) to reimburse the Landlord for actual damages to the rental unit or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, and (b) to pay the Landlord for all rent and other sums in arrears under the Lease, rent due for premature termination of the Lease by the Tenant, and for utility bills not paid by the Tenant.

INITIAL(S) _____/_____

(15) Except as may be provided by law, the Tenant(s) covenants not to hold the Landlord responsible in any manner for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any trespassers.

- Damage** (16) If the said premises become wholly untenable through damage or destruction not occasioned by the negligence of the Tenant(s), this lease shall be void. If partially untenable, the Landlord shall repair the same with all convenient speed, and the obligation of the Tenant(s) to pay the monthly rental shall continue provided the repairs shall be completed within forty (40) days.
- Quiet Enjoyment** (17) The Tenant(s), upon payment of the rental at the time and in the manner aforesaid and upon performing all these covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.
- Eminent Domain** (18) The Landlord and Tenant(s) expressly agree between them that if, during the demised term, proceedings shall be instituted under the power of the eminent domain which shall result in an eviction, total or partial, than, at the time the trial of such proceedings shall commence, this Lease shall be void and the term above demised shall cease and terminate; and if the Tenant(s) continue in possession, he shall be a Tenant from month to month and no longer term, anything in this instrument to the contrary notwithstanding.
- Holdover** (19) This Lease shall terminate and the Tenant(s) shall vacate said premises at expiration of the term stated herein and it is expressly agreed that there shall be no right to hold-over, notwithstanding, the Tenant(s) and the Landlord may, prior to the end of said term, enter into a written agreement to extend said term and the covenants herein set forth.
- Mortgage** (20) It is expressly agreed that the Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlords interest in the said premises or to subsequent owners of said property who may acquire the premises subsequent to the date of execution of this Lease including but not limited to, transfers of ownership by purchase, gift and inheritance.
- Personal Property** (21) Tenant(s) hereby acknowledges that the personal property: _____ listed in Schedule attached hereto, are on the premises and agrees to leave same upon vacating
- Pets** (22) Tenant(s) hereby agrees that no pets shall be allowed on the premises without the express written consent of the Landlord.
- (23) The Tenant(s) expressly agrees that any misrepresentation of any facts or information supplied to the Landlord or Landlord's Agent by Tenants upon entering this Lease or during its duration shall constitute a breach of the Lease and shall terminate the Lease at the election of the Landlord.
- Liquor & Drugs** (24) The Tenant(s) agrees that illegal drugs, controlled substances, or intoxicating liquors will not be sold or manufactured on the premises. The use of illegal drugs on the premises is prohibited. Violation of this provision can result in immediate eviction.
- Security Deposit Use** (25) The Tenant(s) agrees and personally guarantees that he/she will not apply the security deposit paid to Landlord against the last installment payment under said Lease.
- Destruction** (26) If Tenant(s) is unduly too hard and/or destructive to the property such that Landlord could show cause for eviction in the professional opinion of Landlord and/or Agent, this Lease will be cancelled and Tenant will be required to vacate within thirty (30) days of written notification and the resulting costs to be borne by the Tenant(s). Premises will be available for inspection upon a 48-hour notice.
- Binding Effect** (27) The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. If more than one Tenant signs this Lease, there liability shall be joint and several.
- Inventory Checklist** (28) Landlord is required by Michigan law (MCLA 554.608) to use inventory checklists both at the beginning and end of Tenant's Lease Term which detail the condition of the Premises for which a security deposit is required. Tenant needs to complete the inventory checklist Landlord provides when Tenant takes possession of the Premises. The inventory checklist will contain the following statement:

NOTICE: You should complete the checklist, noting the condition of the dwelling, and return it to us within seven (7) days after you move in. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Residents.

INITIAL(S) _____/_____

OTHER CONDITIONS: The Michigan Truth in Renting Act prohibits the inclusion of provisions covering a wide variety of subjects. Before adding conditions to this form, the parties hereto should consult with their lawyers or other qualified persons to determine that any additional provisions are not in violation of said Act.

Non-refundable cleaning fee: _____

Signed, sealed and delivered the day and year first written.

In the Presence of

TENANT(S):

In the Presence of

LANDLORD:

_____ (L.S.)

By: _____

Its: _____

INITIAL(S) _____/_____

AFFIDAVIT

Made this date: _____,

By _____ as the Resident/Tenant(s) herein.

The Resident/ Tenant(s), first being duly sworn states that the following is true and correct to the best of his/her knowledge and belief.

1. The property is equipped with _____ smoke detector(s).
2. I agree to test the smoke detector(s) regularly including the batteries during my/our tenancy. Furthermore, I will not disconnect or damage the smoke detector(s) for any reason.
3. Resident/Tenant(s) are not, for any circumstance, allowed to use the basement of their residence as sleeping quarters. It is against city ordinances and a fire hazard. Also, no padlocks or deadbolts may be installed on any interior door of residence.

 Agent Date

 Resident/Tenant Date

 Resident/Tenant Date

INITIAL(S) _____/_____

MINIMUM DAMAGE AND REPAIR COSTS

Billed to Resident/Tenant(s)

Repair Item	Cost
Replacement Key	\$2.00
Replace Door Locks	\$50.00 - each lock set
Glass Breakage – Standard Window	\$50.00
Glass Breakage – other than Standard Window	At Cost
Drain Stoppage from roots	\$0.00
Drain Stoppage- other than roots	\$125.00
Interior door replacement	\$100.00
Exterior door replacement	\$350.00
Window screen replacement	\$40.00
Replace smoke alarm	\$20.00
Hauling trash & other Items left behind	\$125.00 - per load
Replace toilet seat	\$35.00
Replace Standard light fixture	\$20.00
Replace Non-Standard light fixture	At Cost
Replace Storm Door Closure	\$25.00
Removal of junk, trash, auto parts or other items on porch or in yard	\$125.00 - per load
Remove disabled or unlicensed automobile(s) from premises	\$125.00 - per vehicle

Any charges not listed are billed on a time and material basis.

Resident/Tenant(s) received copy of post moving charges at move-in.

X_____, X_____ Resident(s)/Tenant(s) must initial here.

INITIAL(S) _____/_____

RESIDENT/TENANT(S) INFORMATION

Resident/Tenant(s) Name: _____ SSN: _____

Co-Applicant Name: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number (ALL TENANTS):

Email Address (ALL TENANTS):

UTILITIES TRANSFER

Electricity

DTE Energy Phone Number: (800) 477-4747

Date: _____

Confirmation #: _____

Gas

Consumer's Energy Phone Number: (800)477-5050

Date: _____

Confirmation #: _____

Resident/Tenant(s) are aware that in all single family units, the renter is responsible for all current electric, gas and water bills. Water Bills will be mailed directly to the House by the appropriate water department. Please contact Agent or your water department if you do not receive a bill. Resident/Tenant(s) agree to transfer the gas and electric services into their name and mail this form to Agent within 3 (three) days. Failure to transfer the gas and electric services will result in the termination of the gas and electric services. The Resident/Tenant(s) will be responsible for any and all reconnection fees.

Agent Date

Resident/ Tenant Date

Resident/ Tenant Date

INITIAL(S) _____/_____

PET ADDENDUM

(Addendum to Rental Agreement)

THIS AGREEMENT is hereby attached to and made a part of the Rental Agreement dated: _____, 20____, by and between

the Owner/Agent,
and

the Resident/Tenant(s),
for the premises located at:

Whereas, the Resident/Tenant(s) desire to keep a certain pet described below on the said premises and the Rental Agreement specifically prohibits allowing pets on the premises; the Rental Agreement is hereby amended to grant such permission to the Resident/ Tenant(s). In exchange for this permission, the Resident/ Tenant(s) agree as follows:

1. To pay additional rent in the amount of \$ _____ (_____ Dollars) per month;
2. To deposit with the Owner/Agent a "Pet Deposit" in the amount of \$ _____ (_____ Dollars), which shall be held as security for the faithful performance of this Pet Agreement.
3. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
4. To keep the pet from damaging any property belonging to the Owner/Agent or others;
5. To immediately pay for any injury, damage, loss or expense caused by the pet. (In this regard, it is expressly understood that at no time shall the Resident/Tenant(s) apply any part of the Pet Deposit towards such amounts due, but rather, the Resident/Tenant(s) shall make restitution immediately and separately from the Pet Deposit. It is further understood that such restitution shall be made over and above any rent paid in accordance with Item #1 of this Pet Agreement);
6. To keep the pet under control at all times.
7. To keep the pet restrained, but not tethered, when it is outside of the dwelling;
8. Not to leave the pet unattended for any unreasonable periods;
9. To hold the Owner/Agent harmless from all liability resulting from the Resident/Tenant(s) ownership or keeping of the pet, including but not limited to any liability resulting from the Owner/Agent turning said pet over to local pet policing authorities should the pet be found unsupervised;
10. To dispose of the pet's droppings properly and quickly;
11. Not to leave food or water for the pet outside of the dwelling;
12. Not to keep the pet's offspring on the premises for longer than 8 weeks after birth;
13. To provide the Owner/Agent with evidence of current rabies registration, if said pet is a dog.

The permission granted herein shall be limited to a certain pet named _____ and described as follows:

Type of Pet: _____ Breed: _____

Full-Grown Weight: _____ Full-Grown Height: _____

Should the Resident/Tenant(s) fail to comply with any part of this pet agreement, the Owner/Agent reserves the right to revoke permission to keep the pet. In such event, the Resident/Tenant(s) agree to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner/Agent; failure to comply with same shall be grounds for immediate termination of the Rental Agreement.

THIS AGREEMENT is made in duplicate on this _____ day of _____, 20_____.

Agent Date

Resident/ Tenant Date

Resident/ Tenant Date

INITIAL(S) _____/_____

SECURITY DEPOSIT REFUND FORM

Resident/Tenant(s) Name: _____

Address: _____ Apt. No. _____

City: _____ State: _____ Zip Code: _____

FORWARDING ADDRESS: _____ Apt. No. _____

City: _____ State: _____ Zip Code: _____

The following is an itemized statement of your deposit account:

1. Date tenancy began: _____ Date keys turned in: _____

2. Total of all deposits paid: \$ _____

3. Deductions:

TYPE	DESCRIPTION	COST
Repairs		
Painting:		
Cleaning:		
Carpet Cleaning:		
Drape Cleaning:		
Miscellaneous:		
Unpaid Rent:		
Court Judgment:		
	Total Deductions:	

Your check is enclosed in the amount of \$ _____.

Please make your check in the amount of \$ _____ payable to _____

_____ within 21 days of receipt of this statement.

Date

Owner/Landlord/Manager

INITIAL(S) _____/_____