

RENTAL LEASE AGREEMENT

20XX-20XX

CareOne Rental, XXXXXXXX, Ann Arbor, MI 48104 Phone :( 734) 891 4167 Fax: (734) 434 6782.

Info@CareOneRental.com

1. This agreement is made: / / 20XX \_ between: Mustafa Ali (CareOne Rental) at P.O. Box 4322 , Ann Arbor, MI 48106-4322 (Landlord) & 1. Elise Pelletier 2.

(Tenants)

2. Term: Landlord shall rent to Tenant the dwelling known as: XXXXXXXXXX Occupancy starts 5pm on XX/XX/ 20XX & ends noon XX/XX/2020 (Lease End Date). Premises zoned for 06 people & was built before 1978. Tenant shall not move in until all payments due to Landlord are paid. Tenant shall not occupy Premises after Lease End Date without Landlord's written OK.

3. Rent, payments and fees: Tenant shall pay Landlord the Total Sum of \$ XXXX rent. It's divided into: 12 monthly rent payments of \$ XXXX starting X/X/20XX . Each Monthly Rent Payment is due in Landlords office by 3:00pm on 1st of each Month (Due Date) until Total Sum is paid. Payment Date is the date money or check is received. Monthly rent payments shall each be made with 1 check in full from the Circled contact person on the lease. However if multiple rent checks are given to Landlord, each check shall include additional \$8 fee in additional rent. The circled contact person above is paying the rent every month. Late Fees = 5% of outstanding balance if rent/deposit isn't paid in full by the 1st of each month (before 3 pm of the 1st of each month). Landlord shall apply payment to oldest charge due. Late Fees not paid with rent may be added to the balance due for next payment and can be deducted from the Security Deposit, Checks are conditional payment; if incorrectly written or if bank denies payment for any reason, then unpaid rent is subject to late fees, & Landlord may require some other payment form.

4. Place of Payment and Notices. Mail payment to CareOne Rental, P.O. Box 4322, Ann Arbor, Mi 48106-4322. Any notices such as change of address or any other legally required notices must be sent in writing to Landlord at the same address, if landlord has to send tenant a legal notice it will be send to address of the Unit above, where it is presumed the tenant lives there during the term of lease. The postal Mark of on the Envelope will determine the date the notice was sent.

5. Possession: Tenant can NOT take possession until they have paid the Security Deposit, Fees and first month rent in Full.

6. Security Deposit Tenant shall pay Landlord a total deposit of 1.5 X \$XXXX = \$XXX Tenant shall not use deposit as rent payment. Tenant 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. The security deposit is kept at Bank of Ann Arbor at 801 W. Ellsworth, Ann Arbor, MI 48108. Tenants agree to pay a \$ XXX non refundable application and administration. All the security deposit and fees are due by / /20XX . At move out the landlord and the tenants shall do a final walk through the premises by at least one tenant and the landlord. Move out conditions are identified and compared with the move in condition list. Change of conditions/damages (Including wall & Carpet Damages) are identified based on the written record of the move in and not on any individuals memory, there might be more damages identified after move out. The Landlord agrees to return the security deposit money, minus any deductions itemized in writing, within 30 days after tenant moves out, provided tenants give the landlord a forwarding address, in writing within 4 days after tenant moves out. If more than one person signs this lease, then the security deposit shall be returned in one check payable to one tenant. Both tenants and landlord agree that this tenant is the tenant that does the final walk through with the landlord at lease end date. This tenant shall act as agent of all other persons who have signed this lease or aquired legal rights of occupancy under it, in dividing the security deposit according to any shares the tenants have agreed upon, and in remitting those shares to each person. Landlord shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Landlord, which shall be matters solely for the Tenants to agree upon. At this point tenants shall return all keys. Keys returned after the walk through appointment are considered lost and need not be returned. List of charges to the security deposit may not be completed until the final check of refunded security deposit is mailed out. It may include unpaid rent, late rent fees, unpaid utility bills etc. Typical repairs & cost: Damaged or cut screen \$70, window cracked or broken glass \$90-\$150, wall repaired due to damages by holes is \$50/wall

Fees Tenant shall pay landlord the following fees which are additional rent (May be charged at move out) NSF and other fees Tenant shall pay Landlord the following fees which are additional rent (may be charged after move out): Lock Out Fee (a tenant for any reason is unable to enter the premises or any portion of it for not having a key and needing Landlord assistance to get in, Fee (within working hours) \$50, (after hours) \$90. NSF or if bank return check for any reason: fee \$55 plus a late fee. Clogged/jammed disposal due to tenants misuse \$65. ; If tenants at any time lose/misplace a key, tenants agree to pay a of \$45 per room key lost/not returned and \$45 per outside door lock where one or more keys is lost/not returned. This \$45 covers Landlord's cost of reeking /mastering the lock. Then there will be a \$5 charge per key lost or key replaced due to the rekeying process.

7. Cleaning At move in tenants will have the following cleaning completed and verified with the tenants before giving possession of the premises: all floors (including under furniture) are vacuumed including baseboards, air vents and window sills. Basement emptied and vacuumed. All cabinets empty and surfaces wiped with Windex. Fridge cleaned. Stove, oven, dishwasher and counters cleaned. Sinks, showers, tubs and toilets are cleaned and free from body oil stains. Kitchen and bath floors washed. Carpet shampooed when applicable. Landlord cleaning does not include window glass cleaning or blinds cleaning.

8. Repairs; Landlord agrees to make necessary Repairs arising from normal use of the property. Repairs or replacements required as a result of negligent or excessive use by Tenants or Tenants guests will be made by Landlord at the expense of the tenant. Such Repairs will be billed at a minimum of \$45 per hour, with 1 hour minimum. The tenant agrees to perform reasonable housekeeping to maintain the residence in a clean, neat condition. Failure to maintain the residence in a sanitary and safe condition may result in additional cleaning Fee imposed by Landlord. The tenant agrees that when take possession of the residence, if there is any repairs or maintenance items not affecting its basic livability that remain to be completed, they will allow landlord reasonable time to complete them (Up to 5 days) and the landlord agrees to complete them as soon as possible. Tenants agrees not to remove any screens, storm windows without written permission from landlord. (Most storm windows are designed to be stored in the window. A minimum charge of \$130 per window will be charged for any missing or broken storms, Screens, or windows. If the cost of repair or replacement for any window exceeds \$130, the actual cost will be assessed for that window.

9. Furniture Premises are furnished unless noted otherwise: Whether furnished or not, tenant shall supply: shower curtains, rugs, vacuum cleaners, etc. Landlord only initially supplies bulbs, batteries & fuses; Which Tenant shall replace at his own cost as needed. If Premises are fully furnished, then Landlord provides: (desk, bed, dresser)/ tenant, 1 couch and coffee table & dining table and chairs. Landlord needn't supply more

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furniture than needed for the max number of allowed occupants. If Tenants would require any of the furniture to be removed from the premises, Landlord shall remove pieces of furniture at a cost of \$90/piece (i.e. \$270/bed, \$90/desk etc.). Tenants may not store Landlords' furniture outside, at a porch or in the house basement. Furniture stored in such manner will be considered damaged and tenants will bear the cost of its replacement. Tenant may not use landlords furniture but for the exact intended purpose for it (i.e. a desk may not be used as side table or TV table in a living room, a dresser may not be used as a TV table, indoor furniture may not be used outdoors). Furniture Specs: It needn't be new, but shall be clean & functional. Minor nicks or decorating shortcomings are OK. Some furniture in the unit when initially shown to Tenant might be replaced with similar items. Furniture Use: Tenants shall arrange furniture themselves (not Landlord). Changes: Landlord needn't change/remove/deliver/swap any furniture after providing furniture for the initial move in period.

10. Occupancy No more than 0X persons may occupy premises at 1 time. Smoking is strictly prohibited inside the house/Apt. If more people sign lease as tenants than are allowed to occupy Premises, this does NOT condone over occupancy. Tenants shall comply with Law & Lease regarding occupancy. Occupancy is limited to Tenants, dependents & valid Subtenants. Any changes to the composition of the Tenant, either by number or by person, must be agreed to in writing, on this or a subsequent document, by the current Tenant and the Landlord.

11. PURSUANT TO THE MICHIGAN SECURITY DEPOSIT ACT, YOU MUST NOTIFY LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER MOVING 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.

12. Utilities & City Violation Tickets Landlord shall pay for: NONE. If landlord pays a bill which was Tenant's responsibility, such as an unpaid water bill, OR City Violation Ticket (i.e., Littering, Trash or Noise Tickets) and after tenant's admission of responsibility, landlord shall pay the fine and tenants agree to reimburse landlord plus a surcharge of \$40 will be added to the bill. Final water bill of the unit must be paid by tenants within 15 days of lease end date; otherwise landlord shall pay the bill himself.

13. Parking: XXXXXXXXXXXXXXXXXXXXXXXXXXXX (subject to proof of ownership of all parked cars in name of tenant or own parents) parking spaces are included for the tenants with the house. The allocation of this number of parking spaces to the tenants is subject and contingent upon proof of registration of the car Parked. Tenant Guests shall not: park/drive on lawn, block shared driveway. With out notice, Landlord may (but is not required to) tow Violators.

14. Pets are NOT allowed on premises. Pets/animals aren't allowed on premises without written agreement, even temporarily. Tenant+Guest shall never allow or feed/attract any pet/animal/stray on premises, even for a short period of time (few hours for example): Otherwise Tenant shall pay \$150 additional rent for each month this occurs (not prorated) & shall also pay for associated cleaning/extermination& damage. This doesn't prohibit animals in other units in same bldg. Aquarium shall be in safe + secure place & under25 gallons.

15. Renewal Landlord may lease premises at any time to subsequent renter without notice. Renewal options must be in writing. If a resident under the prior lease of premises remains under this lease & if occupancy is continuous for consecutive terms, then the move in inventory checklist for the prior lease shall apply to this lease.

16. Maintenance & Repairs M&R: Tenant shall use Premises so as to preserve condition/value & shall: Be responsible for moving the house trash cans to the street curbside for city collection, for 12 out of 12 months of the lease period. If tenants fail to do so, Landlord will do the removal of Trash charging \$30 per applicable week in additional rent. Tenants are responsible for picking up all blown around accumulated trash around the house in addition to Front/Back Porch of the house for these months and on a weekly basis. If tenant fail to do so, Landlord will do the removal of trash charging \$30 per applicable week in additional rent. Cleaning Vacuum carpet& keep Premises Neat, keep Premises clean & sanitary to avoid pests/mice/bugs use only mild detergents on paint (no 409 or ammonia products) don't leave debris/trash on yard/driveway use water only for cleaning hardwood floors. (No Murphy oil soap or any other detergents).

Heating/Cooling: set thermostat always above 60F (so pipes don't freeze & burst). Plumbing: report leaky toilets/faucets to Landlord. Tenants shall not flush away Feminine hygiene products, paper towel, dental floss, Q tips, etc. in the toilet. Only toilet paper is disposable in toilet bowls. When Tenant requests M&R, Landlord has Tenant's permission to enter even if no one is home, unless Tenant states otherwise. Tenant shall make M&R requests to Landlord promptly. Landlord shall not be liable for problems which are handled promptly or are caused by Tenant action/inaction. Landlord has right to do any necessary maintenance/replacement without any rent abatement so long as habitable rooms remain usable (e.g., replace roof, fix/replace foundation, paint exterior/interior, etc.). Scheduling: Landlord has right to schedule M&R during working hours (9am7:30pm, Mon, Sun) with Proper Notice. Occasionally M&R must occur outside working hours & Tenant+Guest shall cooperate. No scheduling is needed for work to exterior & common areas. Landlord shall be able to do M&R if tenant is present or not.

17. Cancellation by tenant to cancel Lease, Tenant must deliver to Landlord written notice signed by all Tenants, Cosigners& Subtenants. Cancellation is only acceptable within 7 days of signing this lease. Landlord shall return deposits & rent paid minus cancellation fee of \$900 and the non refundable application fee. Tenants may not cancel the Lease within 30 days of Lease Start Date. Tenant Default: If tenant doesn't make timely payments required before moving in then Landlord may deem this cancellation by Tenant, allowing Landlord to terminate Lease upon notice to Tenant.

18. Subleasing: Tenant shall not sublet or assign his/her interest in the agreement without first obtaining the written consent of the Landlord. Consent shall not unreasonably be withheld. Any change of possession without Landlord's written consent shall be a trespass subject to immediate ouster. CONDITION FOR CONSENT: 1) Prospective subtenant must have good neutral rental reference (e.g. previous landlord). 2) Landlord shall have personal interview with prospective subtenant in person or by phone. 3) Tenant is required to collect 1 1/2 month security deposit from their subtenants. The Landlord will help with subletting in every way possible including providing sublease forms if tenant requests. The Housing office in the Student Activities Building has sublet leases, information, help, and free advertising for subletters.

19. Joint & several obligations Each tenant & cosigner on lease is jointly & severally liable to landlord for the total rent, damages & other. Original tenant is still responsible for rent payments and house damages. Charges. If one Tenant/Subtenant fails to pay, each & every tenant & cosigner may be held liable by landlord for the total amount due.

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**20. Withholding** Landlord needn't reimburse Tenant for work done by anyone hired by Tenant without Landlord's prior written OK. Tenant shall try to resolve all problems with Landlord before withholding payment.

**21. Quiet enjoyment** and conduct Tenant+Guest shall respect others' rights to quiet enjoyment, especially 10 pm through 8 am. Landlord & Tenant shall both reasonably try to maintain peace+quiet in Premises, but tenant understands Landlord's limited ability to control behavior of others. Fire escapes & roof are for emergencies only. Tenant shall pay \$100 in additional rent per each occurrence of Furniture/equipment/person on roof to compensate Landlord for increased wear+tear, & shall additionally compensate Landlord for any Associated damage.

**22. Tenant liability** Improper conduct (poor housekeeping, poor cleaning, interference with Landlord's showings, etc.) can hinder leasing Premises for the next term. This can cause property to have vacancies or lower rent (especially campus properties which must be leased far in advance to get full rent). Tenant shall compensate Landlord for this income loss if related to Tenant conduct. If there is improper conduct & Tenant doesn't correct it after notification, then Landlord may enter & correct it (e.g., clean Premises). Tenant shall bear all costs incurred by Landlord due to Tenant violations of this Lease.

**23. Holdover tenancy** Moving out on time is important. Tenant shall vacate Premises & remove all belongings by Lease End date; otherwise, Tenant shall pay Landlord double Prorated rent for each day held over. If Tenant holdover delays move in of new tenants, this could cause loss of new tenants, resulting in vacancy. Tenant shall be responsible for Landlord's costs & losses associated with this vacancy. Any agreement for Tenant or his property to remain after Lease end must be in writing. **No exceptions and No verbal agreements!**

**24. Showings and inspections** With proper notice, Landlord has right to inspect or show Premises to prospects during reasonable hours without interference by Tenant for any reason.

**25. STORAGE:** Stuff stored in common areas or left after move out is deemed abandoned by Tenant & may be discarded without Compensation/notice. Tenant Storage rules: no flammable/hazardous material non/near Premises. Store stuff at least 6 Inches off basement because of possible drain backup. All stored items need to be a minimum of 3 Foot away from Furnace or Water Heater.

**26. DECORATING, SIGNS & IMPROVEMENTS:** Tenant shall observe the following: no painting or wallpapering, no loft beds attached to Building or "stuck" inside it, don't alter/cover any signs/notices. If Tenant makes unapproved changes, then Tenant shall pay Landlord for all costs of restoring Premises to prior condition. Examples: If Tenant paints walls with unapproved paint, then it would be repainted with Landlord's correct paint & methods.

**27. ENTRY & PROPER NOTICE** Landlord shall knock/ring doorbell first & may enter only after: Proper Notice, in emergencies or with Resident permission. Proper Notice is: notifying resident a day in advance of time of proposed entry. Notice may be verbal, by mail, E-mail or note posted on door. Landlord may enter at this time if Tenant doesn't notify Landlord of objections to this entry; Otherwise, Tenant shall arrange another time with Landlord. If any resident gives permission to enter, this shall be authorization by all residents.

**28. SAFETY & POTENTIAL HAZARDS Allergies:** If Tenant has allergies, then Tenant shall determine that Premises are irritant free Before signing Lease. Tenant shall notify Landlord of any allergy concerns regarding premises before signing this lease. Inspection for Hazard: To assess risk or inspect Premises for potential hazards, Tenant may request an opportunity to inspect Premises prior to signing Lease.

**29. COMPLETE AGREEMENT** This written Lease is the complete agreement between Landlord & Tenant. If any person tells Tenant anything that contradicts Lease, then Tenant shall immediately notify Landlord in writing. This Lease replaces all other agreements between Landlord & Tenant regarding tenancy & Premises. Landlord makes no unwritten promises/warranties/agreements about: service, Lease provisions, occupancy, improvements, condition/configuration of Premises. Univ. of Mich. Mediation Clause: If communication between the Tenant(s) and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(s) in dispute. All parties to this agreement agree that the University of Michigan Off Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties requests assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this lease may request mediation; c) Program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) This provision does not preclude other legal rights of the parties. The parties agree to keep the mediation proceedings confidential.

**30. STATE OF MICHIGAN TRUTH IN RENTING 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.

31. City ordinance requires Landlord to furnish to Tenant prior to executing lease a copy of RIGHTS AND DUTIES OF TENANTS. Tenant signature acknowledges receipt of booklet.

32. NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL.100 N. FIFTH AVE.

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**33. CITY OF ANN ARBOR TRUTH IN RENTING NOTICE:**

**Some things your Landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs rights to withhold rent to get repairs done and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.**

**Additionally some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair you may contact your lawyer legal aid society or tenant's union lawyer for their opinions.**

**34. Ann Arbor Utility Charges Notice.** No owner of rental property shall lease the property without furnishing to the tenant, before the time of entering into the lease, a budget plan. As used in this section, "Budget Plan" means a projection of monthly utility costs for primary heating fuel prepared by the public utility company. *This section shall apply to the rental of all dwelling units for which budget plan information is available from the utility company without charge and in which the tenant is required to pay the owner or the utility company a utility charge for heating fuel in addition to rent.* The budget plan statement shall be in writing, included as part of the leasing agreement, but may be prepared by the owner based on information verbally supplied by the utility company. Estimated Water consumption is \$198 Per Quarter, Estimated heating Gas consumption is Average \$74 a month, estimated monthly electricity invoice is average \$72 a month.

**35.** A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

**36.** CareOne Rental does not discriminate on the basis of race, color, religion, national origin, sex, disability or familial status.

**37. SIGNATURES BELOW INDICATE THAT:** Tenant & Cosigner admit to carefully reading Lease & all attachments, Which have been adequately explained by Landlord? Tenants are relying completely upon this lease, not upon any erroneous or conflicting inf. provided by Landlord/Reps during showings or negotiations. The undersigned assume the obligation for payment of all monies owing under this lease, tenants are jointly and severally liable, and co-signers (If Applicable) shall have the same obligation otherwise specified in writing.

LANDLORD: Mustafa Ali (Care One Rental. LLC.) \_\_\_\_\_ Date: \_\_\_\_\_

TENANTS: Please print Name Clearly

1) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

2) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

3) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

4) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

5) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_

6) Signature \_\_\_\_\_ Name \_\_\_\_\_ Date: \_\_\_\_\_