

LEASE

This Lease (this “**Lease**”) is made as of the __ day of Month, Year, (the “**Effective Date**”), by and between **Host Name**, an individual whose address is Street Address, City, State Zip Code (“**Landlord**”), and **Employer Name**, a Michigan corporation/limited liability company, whose address is Street Address, City, State, Zip Code (“**Tenant**”).

1. **Premises.** Subject to the terms of this Lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the real property commonly known as Property Street Address, City, Michigan Zip Code identified as Tax Parcel Number XX-XXX-XXX-XXX-XX, including any related improvements, furniture and appliances located therein (collectively, the “**Premises**”).

2. **Use; Residential Housing Agreements.**

(a) Tenant will use and occupy the Premises for the purpose of providing residential housing to the employees of Tenant’s business (collectively, the “**Use**”), pursuant to the terms and conditions of the standard form of Residential Housing Agreement attached hereto as **Exhibit A** (a “**Residential Housing Agreement**”), and for no other purpose without Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant’s use of the Premises shall comply with all applicable legal requirements and not create any nuisance or trespass. Landlord hereby represents and warrants to Tenant that the Use will not constitute or create any nuisance and is a permitted use under applicable zoning ordinances existing at the time this Lease is executed and that the Use will not violate any exclusive use, license or restrictive covenant.

(b) Tenant hereby agrees that it shall not permit any individual, whether or not such individual is an employee of Tenant, to use or occupy the Premises unless such individual has entered into a written Residential Housing Agreement with Tenant. Except as expressly modified by this Agreement, the terms and conditions of the Residential Housing Agreements shall not affect the rights and obligations of Landlord and Tenant with respect to this Lease. All Residential Housing Agreement shall at all times be subject to and subordinate to this Lease, and all of the terms and conditions herein, and all amendments and supplements hereto executed after the Effective Date. Any Residential Housing Agreement shall not affect the rights and obligations of Landlord and Tenant with respect to this Lease, and Tenant shall perform all of its obligations and covenants under the Residential Housing Agreements. Tenant shall hold Landlord free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys’ fees, arising out of (i) Tenant’s failure to comply with or perform Tenant’s obligations under the Residential Housing Agreements; or (ii) any individual resident’s occupation or use of the Premises pursuant to a Residential Housing Agreement during the Term of this Lease.

3. **Term.** The term of this Lease (the “**Term**”) will commence on Month, Day, Year, (the “**Commencement Date**”) and shall continue until 11:59 ET on Month, Day, Year, unless sooner terminated as provided in this Lease. By taking possession of the Premises, Tenant accepts the Premises “as is”, “where is” and “with all faults”; provided, however that Landlord represents and warrants that the Premises complies with all laws, codes and ordinances and there are no material defects in the Premises known to the Landlord, subject to Landlord’s obligations under Section 8 below.

4. **Rent.** Tenant agrees to pay Landlord rent for the Premises during the Term as follows:

(a) During the Term, Tenant shall pay to Landlord “**Base Rent**” in an amount equal to \$XXX.XX per resident, per week for each resident of Tenant under a Residential Housing Agreement using and occupying the Premises during the Term. Tenant shall collect all rent from each resident via bi-weekly deductions from such resident’s wages, and Base Rent shall be paid by Tenant to Landlord in advance on

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or before the fifth day of each calendar month, without notice or demand. Base Rent that is due for any partial calendar month will be prorated on a per diem basis, based on the actual number of days in said month.

(b) All other sums payable by Tenant to Landlord under this Lease are “**Additional Rent**.” Except as otherwise provided in this Lease, all Additional Rent will be due and payable within 30 days after invoice or demand therefor.

(c) Tenant shall pay all Base Rent and Additional Rent (collectively, “**Rent**”) to Landlord, without setoff or deductions, by check or money order delivered to wherever Landlord directs in writing. Rent will be considered paid only when actually received by Landlord.

(d) Any installment of Base Rent or other sum payable under this Lease by Tenant to Landlord that is not paid within 10 business days after becoming due will be subject to a one-time late charge equal to 5% of the past-due amount. If any payment of Rent “bounces” or is dishonored, then Tenant shall pay to Landlord a dishonored check fee of \$100. Tenant shall pay any late fee or dishonored check fee to Landlord on or before the first day of the month after the fee accrues.

(e) All sums paid by Tenant to Landlord under this Lease will be applied (i) first, to any unpaid late fees or dishonored check fees due from Tenant under this Lease, (ii) second, to any repair or replacement costs chargeable to Tenant under this Lease, (iii) third, to any attorneys’ fees or court costs chargeable to Tenant under this Lease, (iv) fourth, to any unpaid utility bills for which Tenant is responsible under this Lease, (v) fifth, to any fees, fines, or penalties assessed against Landlord because of Tenant, and (vi) the remainder, on account of the earliest Rent then due or to become due from Tenant under this Lease

5. **Utilities.** Within 30 days of Tenant’s receipt of an invoice from Landlord, Tenant will pay all connection fees and service charges for utility, internet and cable services provided to the Premises during the Term.

6. **Taxes and Special Assessments.** Landlord shall pay all real property taxes and installments of special assessments that may be levied against the Premises and that become due and payable during the Term. Tenant shall pay and discharge all personal property taxes that may be levied against any of Tenant’s appliances, furniture, equipment, or other personal property located on the Premises.

7. **Insurance and Indemnity.**

(a) Landlord shall maintain property insurance on the Premises, with “**special form**” (previously known as “**all risks**”) coverage, in the amount of the full replacement cost of the Premises. Such policy of insurance shall be payable to Landlord or as Landlord specifies.

(b) Tenant, at its cost, shall maintain:

(i) commercial general liability and property damage insurance on the Premises, with coverage of at least \$2,000,000 on a combined single-limit basis, listing Landlord as an additional insured; and

(ii) personal property insurance on all of Tenant’s furniture, equipment and other personal property located on the Premises, with “**special form**” coverage, payable to Tenant or as Tenant specifies.

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(c) Tenant will defend, indemnify, and hold Landlord harmless from and against any liability or claim for damages that may be asserted against Landlord by reason of any accident or casualty occurring in, on, or about the Premises, or otherwise arising from Tenant's use and occupancy of the Premises, except to the extent arising out of the negligence, gross negligence or intentional misconduct of Landlord or Landlord's agents. Landlord will defend, indemnify and hold Tenant harmless from and against any liability or claim for damages that may be asserted against Tenant by reason of the negligence, gross negligence or intentional misconduct of Landlord or Landlord's agents.

(d) To the maximum extent allowed by the parties' respective insurers, each policy of insurance required under this Lease or maintained by either party with respect to the Premises will contain a clause or endorsement under which the insurer waives all right of subrogation against the other party and its agents with respect to losses payable under such policy. Further, each party waives all right of recovery that it might otherwise have against the other party and the other party's agents for any loss or injury that is covered by any policy of insurance required under this Lease or maintained by either party with respect to the Premises, regardless of whether such loss or injury results from the negligence, gross negligence, or intentional misconduct of the other party or the other party's agents.

8. **Hold Harmless the Sleeping Bear Gateways Council.** The parties to this Lease agreement agree to hold harmless the Sleeping Bear Gateways Council and its board members, officers, employees, and successors of and from any and all liability, damage, cost, or expense whatsoever incurred relating to, or by reason of this lease agreement.

9. **Maintenance and Repair.**

(a) Tenant, at Tenant's expense, shall keep the interior, non-structural elements of the Premises, in a habitable, safe, clean, and good condition and working order. Tenant shall also be responsible for the cost of any repair or replacement to the Premises necessitated by the negligence or intentional misconduct of Tenant (or any other person claiming under or through Tenant).

(b) Landlord shall be responsible for all other necessary maintenance, repair, and replacement of the Premises; provided that, if Tenant fails to promptly notify Landlord of any condition or damage known to Tenant that Landlord is required to repair or replace under this Lease, Tenant shall be responsible to Landlord for any additional loss or aggravation of loss incurred by Landlord by reason of Tenant's failure to notify. Nothing in this Subsection (b) waives or reduces Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord will not be so liable until Landlord has been notified of the damage.

(c) Notwithstanding Subsections (a) and (b) above, each party will be responsible for any repair or replacement to the Premises to the extent necessitated by the negligence, gross negligence, or intentional misconduct of said party or its agents or invitees.

10. **Alterations.** Tenant will not make or permit to be made any structural alterations to the Premises without Landlord's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may, at its expense and without Landlord's consent, make any non-structural alterations, additions or improvements in, on or to the Premises. All alterations will be performed at Tenant's cost and in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws. Tenant will not allow any construction liens to attach to the Premises in connection with any such alteration, and Tenant will defend, indemnify and hold Landlord harmless from and against any and all costs incurred by Landlord in connection with any such construction lien. All alterations, additions, and improvements (except trade fixtures) so made and installed by Tenant will

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become part of the realty, will become the property of Landlord, and will remain for the benefit of Landlord at the end of the Term.

11. **Compliance with Public Authority Requirements.** If a governmental authority determines that there is a violation of any applicable legal requirement that requires correction, then Landlord will make such correction at Landlord's cost; provided, however, that if the violation arises directly from Tenant's use of the Premises, or from an alteration, improvement, or addition to the Premises made by Tenant, then such violation will be corrected at Tenant's cost.

12. **Casualty.** If the Premises are damaged by fire, acts of God, or other casualty to such extent that the Premises are rendered untenable by Tenant, then this Lease will automatically terminate.

13. **Eminent Domain.** If any portion of the Premises is taken or condemned for any public purpose by any right of eminent domain, then this Lease will automatically terminate with respect to that portion of the Premises so taken as of the date that title vests in the condemnor. Tenant will have no interest in any award resulting from any eminent domain or similar proceedings.

14. **Defaults of Tenant; Remedies of Landlord.**

(a) Tenant will be in default under this Lease if:

(i) Tenant fails to pay when due Base Rent or other sum payable under this Lease and such failure continues for ten (10) days after Landlord gives notice of nonpayment to Tenant; or

(ii) Tenant fails to have any construction lien against the Premises released within thirty (30) days after Landlord gives notice of such lien to Tenant; or

(iii) Tenant is in breach of any other obligation of Tenant under this Lease, and such breach continues for thirty (30) days after Landlord gives notice of nonperformance to Tenant; provided that, if such default is of a nature that cannot reasonably be cured within such 30-day period, Tenant will not be in default so long as Tenant commences to cure during such 30-day period and diligently prosecutes the cure thereafter.

(b) In the event of a default of this Lease by Tenant, Landlord will have the following rights and remedies in addition to all other rights and remedies available at law:

(i) Landlord may, terminate this Lease by giving notice thereof to Tenant, without prejudice to any claim for Base Rent or other sums due or to become due under this Lease or for any other damages.

(ii) Landlord may, re-enter and remove all persons and property from the Premises. Such property may be removed and stored at the cost of Tenant. If Landlord elects to re-enter as provided in this Subsection, then Landlord may either terminate this Lease or, from time to time, without terminating this Lease, relet the Premises or any part of the Premises for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms as Landlord, in the exercise of its sole discretion, deems advisable.

- (iii) Landlord may immediately sue to recover from Tenant all damages that Landlord may incur by reason of Tenant's default, including the cost of recovering the Premises.

15. **Defaults of Landlord; Remedies of Tenant.**

(a) Landlord will be in default under this Lease if Landlord is in breach of any obligation of Landlord under this Lease, and such breach continues for thirty (30) days (or such shorter period in the case of an emergency) after Tenant gives notice of nonperformance to Landlord; provided that, if such default is of a nature that cannot reasonably be cured within such 30-day period, Landlord will not be in default so long as Landlord commences to cure during such 30-day period (or such shorter period in the case of an emergency) and diligently prosecutes the cure thereafter.

(b) In the event of a default by Landlord, Tenant will have the following rights and remedies in addition to all other rights and remedies available at law:

- (i) Tenant may terminate this Lease by giving notice thereof to Landlord, without prejudice to any claim against Landlord for damages resulting from Landlord's default.
- (ii) Tenant may cure Landlord's default and recover from Landlord all costs reasonably incurred by Tenant in connection with such cure. If Landlord fails to pay such amount to Tenant within thirty (30) days after any written demand therefor, Tenant may set off such amount against Base Rent coming due.

16. **Right of Access.** Tenant agrees to permit Landlord and Landlord's agents to inspect or examine the Premises at any reasonable time in a reasonable and to permit Landlord to make such repairs, decorations, alterations, improvements or additions in the Premises as Landlord deems desirable or necessary, provided that prior written notice is provided to Tenant. Landlord shall also have the right to enter the Premises at any reasonable time during the Term for the purpose of exhibiting the Premises to prospective tenants or purchasers, provided that reasonable prior written notice is provided to Tenant. Landlord and Landlord's agents may access the Premises (i) to inspect or examine the Premises, on forty-eight (48) hours' prior written notice; (ii) to make any maintenance, repair or replacement required or permitted to be made by Landlord under this Lease, on forty-eight (48) hours' prior written notice; (iii) for any emergency reason, on twenty-four (24) hours' prior written notice, or as soon as possible reasonably possible thereafter; (iv) to exhibit the Premises to prospective purchasers or lenders, on forty-eight (48) hours' prior written notice; and (v) during the last ninety (90) days of the term of this Lease, to exhibit the Premises to prospective tenants, on seventy-two (72) hours' prior written notice. Tenant shall have the right to accompany Landlord on any such access by Landlord, which shall be scheduled to suit the reasonable convenience of both parties. While on the Premises, Landlord and Landlord's agents shall not unreasonably interfere with the residents residing within the Premises.

17. **Surrender.**

(a) Tenant agrees to surrender possession of the Premises to Landlord at the end of the Term in as good condition and repair as they were on the Commencement Date, or as any alterations, additions, or improvements to Premises by Landlord or Tenant during the Term were when made, ordinary wear and tear excepted.

(b) At the end of the Term, Tenant will remove all of Tenant's furniture, equipment and other personal property from the Premises and will repair any damage to the Premises caused by such

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removal. Any personal property of Tenant, or of anyone claiming under Tenant, that remains on the Premises after the end of the Term will be deemed to have been abandoned by Tenant, and Landlord may either removed such property as its property or dispose of such property in any manner that it sees fit, in which case, Landlord will not be in any way responsible for such property.

18. **Holding Over.** If Tenant continues to occupy all or any part of the Premises after the end of the Term without Landlord's prior written approval, then such holding over will be deemed to constitute an extension of the Term on a month-to-month basis; provided that Tenant shall pay to Landlord as Base Rent for each month, or partial month, that Tenant remains in possession of the Premises, an amount equal to 125% of the monthly installment of Base Rent in effect immediately prior to the date of termination.

19. **Assignment and Sublease.** Tenant may not assign or otherwise transfer its right, title or interest in and to this Lease without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant may not sublet the Premises in whole or in part without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

20. **Quiet Enjoyment.** So long as Tenant is not default under this Lease beyond all applicable notice and cure periods, Tenant will peacefully and quietly have, hold and enjoy the Premises for the Term.

21. **Drug-Free Housing.** Tenant shall not, and shall not permit any other person claiming under or through Tenant to, (i) engage in or facilitate any criminal activity on the Premises, including the illegal manufacture, sale, distribution, or use of, or possession with intent to manufacture, sell, distribute, or use, a "controlled substance" as defined in Section 102 of the Controlled Substances Act; or (ii) illegally possess or consume marijuana on the Premises; or (iii) cultivate, distribute, process, sell, or display marijuana or marijuana accessories on the Premises; or (iv) hold, carry, smoke, or dispose of any lighted cigar, cigarette, pipe, vaporizer, or similar equipment containing tobacco, marijuana, "vape juice," "e-juice," "e-liquid," or similar substances on the Premises, regardless of whether the person has a valid Michigan Medical Marijuana Program card.

22. **Non-Smoking Housing.** Tenant shall not and shall not permit any residents under a Residential Housing Agreement to hold, carry, smoke, or dispose of a lighted cigar, cigarette, pipe, marijuana, vape equipment or any other lighted smoking equipment in any part of the Premises. The Premises shall be a non-smoking building, with no smoking inside the Premises or in any other outdoor areas of Premises.

23. **Brokers.** Landlord and Tenant each warrants to the other that it has not had any contact or dealings with any person that would give rise to the payment of any brokerage fee or commission in connection with this Lease. Landlord and Tenant each shall defend, indemnify and hold the other party harmless from and against any liability for any other fee or commission arising out of any act or omission of the indemnifying party.

24. **Miscellaneous.**

(a) This Lease represents the entire understanding between the parties with respect to the foregoing matter. All prior negotiations and agreements between the parties with respect to such matter are of no further force or effect. This Lease may only be amended or modified by a written agreement signed by both Landlord and Tenant.

(b) This Lease is binding on and will inure to the benefit of the parties and their respective successors and permitted assigns.

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(c) If any term of this Lease is found to be invalid or unenforceable, then such term will be ineffective to the extent required for the remainder of this Lease to be enforceable.

(d) Section headings in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the terms to which they pertain, or as a construction thereof.

(e) All notices required under this Lease will be in writing and will be deemed to be properly given if delivered personally (including delivery by Federal Express or other similar delivery service) or on refusal of such delivery, or if sent by registered or certified mail to each party at their address as stated above (or at such other address as each party may designate in writing delivered to the other party); provided, however, that after the Commencement Date, Tenant's address for purposes of notice under this Lease will be the Premises unless Tenant otherwise directs by notice to Landlord. All mailed notices will be effective on mailing.

(f) The waiver of any term of this Lease must be explicitly set forth in writing and signed by the party so waiving to be effective. No failure to exercise, delay in exercising, or partial exercise of any right or remedy under this Lease will serve to waive or preclude any other or further exercise thereof, and no signed and written waiver will serve to waive any failure, breach, or default not expressly identified therein.

(g) The laws of the state of Michigan, without giving effect to their resolution of conflicts of law, will govern any adversarial proceeding between the parties arising out of this Lease.

(h) In any adversarial proceeding by which a party seeks to enforce its rights under this Lease, the prevailing party will be awarded all reasonable costs incurred in the investigation and prosecution of such proceeding, including reasonable attorneys' fees.

(i) This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same Lease. Delivery of a copy of an executed counterpart of a signature page to this Lease by fax, email or other transmission will be as effective as delivery of a manually executed signature page to this Lease.

[Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the Effective Date.

LANDLORD

Host Name

By: _____
Its: _____

TENANT

Employer Name,
a Michigan corporation and/or limited liability
company

By: _____
Its: _____

template

EXHIBIT A

Form of Residential Housing Agreement

[*see attached.*]

template

This Lease is made on _____ day of **Month, Year**, among **Employer Name**, of Street Address, City, State Zip Code, and **Host Name**, of Street Address, City, State Zip Code (collectively, the “Landlord”), and _____ (“Tenant”) upon the terms and conditions set forth below, of which a summary of the basic provisions are listed in Section 1.

For and in consideration of the rent to be paid and the Premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Tenant agree as follows:

1. Basic Lease Provisions

- a. Premises: **Property Street Address, City, MI Zip Code**
- b. Term: Beginning **Month, Day, Year** to or on **Month, Day, Year**.
- c. Bi-Weekly Rent Payment: **\$XXX.XX** bi-weekly. Deductions begin after work is started.
- d. Authorization is hereby granted to deduct the bi-weekly rental payments from Tenant’s bi-weekly employment wages to pay Tenants rent.

2. Premises

- a. Landlord leases to Tenant and Tenant leases from Landlord, subject to the provisions of this Lease, the space in the property listed in Section 1(a) above, which space shall include Tenant’s bedroom and shared bathroom and other living space in the residential unit to be shared with other Tenants, together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord or Tenant’s use (collectively the “Premises”).

3. Term

- a. The Lease shall be for the term as stated in Section 1(b), unless sooner terminated as provided in this Lease. Due to COVID-19, residents' term will now begin fourteen (14) days prior to Employment Start Date to allow for self-quarantining. During this period of quarantine, Tenants are to remain in the house, except to seek medical attention, food, or other essentials. While isolating, Tenants may engage in outdoor activities such as walking, hiking, swimming, or other recreational activities as approved by Local, State, and Federal guidelines. Once Tenants complete the 14-day quarantine, they will be added to their respective department’s schedules. The Tenant’s term will end no more than three (3) days after the employment end date. This lease continues regardless whether Tenant is transferred or for any other reason Tenant is unable to continue to occupy the Premises, and the Tenant’s obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.
- b. The rental for the term of this Lease shall be **\$XXX.XX** bi-weekly. Deductions begin after work is started and taken from employment wages bi-weekly.

4. Furnishings

- a. If applicable, Landlord will furnish the Tenant’s common area with the following: **Couches, coffee table, end tables, and one TV**. If applicable, Landlord will furnish Tenant’s room with the following: **A bed, dresser, and nightstand**. If applicable, Landlord will furnish Tenant’s kitchen with the following: **Kitchen utensils, pots, pans, and dinnerware**.

5. Utilities & Services:

- a. Landlord shall have the right to temporarily suspend any utility or other service to the Premises in order to do maintenance and/or repair and/or protect the Facility, Premises, or Tenant from risk of harm or loss.
- b. Neither Landlord nor Tenant (regardless of negligence of Landlord or Tenant) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, internet, or any other utility services, or for the malfunction of machinery or appliances serving the Premises or

any part of the Facility. Neither Landlord nor Tenant (regardless of negligence of Landlord or Tenant) shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility. In no event shall Landlord or Tenant (regardless of negligence of Landlord or Tenant) be liable for damages or injury to persons or property caused by wind, rain, fire, or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage.

6. Use and Conduct

- a. Tenant may use and occupy the Premises only when the Tenant enters the employment of the Landlord for work at the **Employer Name** in City, Michigan. The Tenant has been informed and both parties agree and understand that the Premises is only to be occupied and possessed by the Tenant during the Tenant's employment with Employer Name. The use and occupancy of the Premises by the Tenant shall terminate concurrently with the end of the Tenant's employment with Employer Name. The Premises shall be occupied solely as an individual's residence and for no other purpose. No person other than the person listed at the beginning of this Lease shall occupy the Premises during the term of this Lease without prior written consent of the Landlord. Landlord may publish such rules of behavior that are reasonable and appropriate with regard to the use of the Premises by the Tenant and any other Tenants using the building in which the Premises is located, and the right of "quiet enjoyment" will be respected by all.

7. Rules and Regulations

- a. Tenant, their guests, and agents, shall comply and abide by all the Landlord's existing rules and regulations such as future reasonable rules and regulations as the Landlord may from time to time at its adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it (the "Rules and Regulations"). A copy of the existing Rules and Regulations is attached hereto, and the Tenant acknowledges that they have read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of this Lease giving the Landlord all rights and remedies herein provided. In the event of conflict between the provisions of this Lease and the Rules and Regulations, this Lease shall govern.

8. Acceptance of Premises

- a. Tenant acknowledges that they have inspected the Premises and agrees that the Premises and any common areas used in connection with them are in a safe, fit, habitable condition, and where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances furnished with the Premises are in good and proper working order. Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.

9. Repairs, Maintenance, and Damage to Premises

- a. Tenant, throughout the term, shall maintain the Premises in a good, clean condition. Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of such repairs necessitated by Tenant's intentional or negligent misuse of the Premises which shall be the responsibility of the Tenant. Tenant shall be liable for all damage to the Premises and Landlord's other property occasioned by the acts or omissions of Tenant and/or Tenant's guests. Tenant shall promptly inform Landlord, or their agent, in **writing within 72 hours**, of any necessary repairs which need to be performed by Landlord. If the Premises do not pass inspection as provided in Paragraph 17, an amount equal to the estimated cost of the damage will be deducted from the Tenant's last paycheck.

10. Alteration and Decoration

- a. Tenant shall make no alteration or decoration to the Premises without the prior written consent of Landlord. This includes moving or stacking furniture, hanging of plants, pictures, mirrors, etc., from the ceilings or walls. Landlord's consent to a particular alteration or decoration shall not be deemed to be a consent to future alteration or decoration. Tenant shall not remove any furnishings provided to Tenant by Landlord, nor shall Tenant drive nails into the woodwork without the prior written consent of the Landlord. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Tenant, shall become property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

11. No Assignment or Subletting

- a. Tenant shall not assign or transfer this Lease or sublet all or any portion of the Premises or allow any other person to occupy the Premises overnight or for any longer period of time.

12. Interruption of Service

- a. This lease shall not be affected by and there will be no reduction of rent and no constructive eviction shall be claimed or allowed because of, the interruption or curtailment of any service or utilities or any inconvenience or discomfort arising from repairs or improvements made in the Premises, providing the Landlord makes the repairs or improvement within a reasonable time.

13. Prohibitions

- a. Tenant shall not:
 - i. Install any equipment or appliances which in Landlord's opinion will cause unsafe conditions to the Premises.
 - ii. Accumulate waste or refuse matter in, on, or about the Premises.
 - iii. Do anything or allow anything to be done in, on, or about the Premises which will increase fire insurance rates on the Premises.
 - iv. Keep or use permit to be kept or used in, on, or about the Premises, highly flammable fluids, or explosives.
 - v. Commit or permit any act, or use the Premises in any manner, which will injure the reputation of the Landlord or the Landlord's property, or which will cause a nuisance to or annoy, obstruct, or interfere with the rights and peaceful occupancy of any other person.
 - vi. Alter any lock or install a new or additional lock or locking device on any door of the Premises or the building in which the Premises are located without prior written approval of the Landlord.
 - vii. Have a waterbed, floor safe, or other extremely heavy objects in the Premises.
 - viii. Have any pet or any other animal in the Premises.
 - ix. Use or permit the Premises to be used in violation of any federal, state, or local law.
 - x. Conduct any parties on the premises without permission.
 - 1. During the time of COVID-19, any parties, with or without permission, are suspended until further notice.
 - xi. Smoke inside the Premises.
 - xii. Tamper with any smoke detectors in the Premises.
 - xiii. Have any overnight guests in the Premises without permission.
 - 1. During the time of COVID-19, any guest with or without permission, is suspended until further notice.
 - xiv. Place any decorations on the exterior of the building in which the Premises are located. Stickers may be placed on windows on the interior side of the window.

- xv. Keep or use any illegal drugs on the Premises.
- xvi. If under 21 years of age, possess or use any alcohol on the premises.

14. Right of Entry

- a. Landlord can enter the premises (a) by passcode at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Tenant; (c) at times scheduled with Tenant to show the premises to prospective Tenants, lender, or purchasers; (d) Tenant shall allow inspection of the Premises by insurance carriers and representatives, fire department inspectors, police, and local health authorities to the extent permitted by law; and (f) if Tenant defaults under this lease and abandons the premises.

15. Default and Remedies of Landlord

- a. If (a) Tenant fails to pay the rent or additional rent or other sums when due, or (b) Tenant violates or defaults in the performance of any of the provisions of this Lease, or (c) Tenant shall have made any misrepresentation in the application for this Lease, Landlord may, upon written notice to the Tenant, terminate this Lease and re-enter the Premises as permitted by law. Tenant and all other occupants (if applicable) shall surrender the Premises to Landlord by the date set forth in the notice. If Landlord terminates this lease, Landlord shall be entitled to recover from Tenant an amount equal to the expenses incurred by Landlord in enforcing Landlord's rights under this lease and applicable law, including, but not limited to, all court costs and reasonable attorney fees permitted by statute. In addition, all rent for the remainder of the term shall be immediately due and payable by Tenant to Landlord. If Landlord terminates this Lease because of any default of Tenant and accelerates the due date of the rental payments then unpaid during the term of this Lease, Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages. Either Landlord or Tenant may ask a court to determine the actual amount owed, if any.

16. Check-in and Check-out Procedures

- a. Immediately preceding the Tenant's taking possession of the Premises, Tenant may and Landlord shall conduct an inspection of the Unit and shall note on Move-in/Move-out report any defects or damages, and any other conditions observed. Landlord and Tenant shall sign the report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's copy of the report the condition of the Premises, including all appliances, furnishings, and fixtures therein, and any damage done thereto which is deemed by the Landlord to have occurred during Tenant's occupancy and use of the Unit. Landlord and Tenant shall sign the report as conclusive evidence of defects and damages existing at termination of the Lease. If Tenant fails to sign the report or specifically dissent in writing to any damage or defect, Tenant waives the right to dispute any assessment of damages to the Premises.
- b. You must notify the Landlord in writing within four (4) days after you move with a forwarding address where you can be reached and where you will receive mail. Otherwise, the Landlord will be relieved of sending you an itemized list of damages and the penalties inherent to that failure. The itemized list of damages is based on the differences between the inventory checklist upon moving in the inventory checklist when moving out.

17. Tenant's Insurance

- a. Tenant shall be required to carry renter's insurance and provide proof of such insurance to the Landlord prior to tenancy. Tenant agrees to release and indemnify Landlord and their agents

from and against liability for injury to the person of Tenant or to any members of their household, licensees, and invitees resulting from any cause whatsoever, except only such personal injury caused by the negligent, or intentional, acts of the Landlord and their agents.

18. Termination

- a. The lease shall terminate at the end of the term stated in Section 1(b) above; provided however, that if the Tenant's employment with the Landlord is terminated at any time during the term of the Lease, the Tenant's leasehold shall automatically terminate concurrently with and at the same time as of it to the Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord possession of the Premises in as good and clean condition as the Premises were in when delivered to Tenant except for normal wear and tear, and Tenant shall return all keys/passcodes for the Premises to Landlord. If early termination, it is the Tenant's obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.

19. Tenant's Duties Upon Termination

- a. Upon any termination of the tenancy created hereby whether for breach, end of term, or otherwise, Tenant shall: (1) vacate the Premises removing from there all their personal property of whatever nature; (2) properly sweep and clean the Premises, including refrigerators, plumbing fixtures, microwaves, and sinks, removing there from all rubbish, trash, and refuse; (3) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear expected; (4) fasten and lock all doors and windows; (5) return to Landlord the keys/passcodes to the Premises; and (6) notify Landlord of the address to which the balance of Security Deposit may be returned and mail forwarded to.

20. Holdover

- a. If Tenant continues to occupy the Premises after the expiration of the term of this Lease without Landlord's permission and without having a signed renewal of this Lease or another Lease for the Premises, then Tenant's weekly rent shall double the amount of the rental installment charged for the last week of the term and that the rent may be increased from time-to-time by Landlord by written notice to Tenant served not less than seven (7) days in advance of the period to which the increase applies. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Tenant shall be deemed to be a Tenant at sufferance.

21. Notices

- a. Any notice required given in connection with this Lease shall be in writing and shall be deemed properly served by hand delivery to the recipient or by regular first-class mail, addressed to the recipient with postage fully prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.
 - i. TO LANDLORD: Employer Name, Street Address, City, MI Zip Code
 - ii. TO TENANT: Permanent Address as provided on your application and/or Property Address
- b. Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.

22. Binding Effect and Complete Terms

- a. The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Landlord and Tenant.

23. Amendment of Laws

- a. In the event that, subsequent to the execution to this Agreement, any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied, or refunded, is enacted, amended, or repealed, the Landlord may, at their option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this lease was executed.

24. Non-Liability of Landlord

- a. Landlord, its officers, agents, and employees shall not be liable in any manner for any loss, injury or damage to Tenant, its agents and guests, including but not limited to, acts of theft, burglary, vandalism, and assault. Tenant assumes all risk of loss or damage of Tenant's property within the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission or any other Tenant in the Property. Tenant agrees to and hereby indemnify and hold harmless Landlord, its officers, agents, and employees from and against any and all claims arising out of or resulting from damage, injury, or loss alleged to have been sustained by Tenant; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault, and other criminal activity committed on the Premises.

25. Damage or Destruction of Premises

- a. If, in the opinion of the Landlord, the Premises should become untenable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have a right to terminate this lease, or move Tenant to similar accommodations, and repair and restore the Premises. In event of such damage or destruction to the Premises without the fault of Tenant, his agents, or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this lease, or does not furnish Tenant with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's invitees, then Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.

26. Media

- a. Tenant agrees to allow Landlord permission to use, alter, and publish photographs, reproductions, video, audio, or likeness of residents and the Premises for use in media or related referencing to Landlord for the purpose of advertising to the community and hereby consents to such use.

27. Miscellaneous

- a. Failure of the Landlord to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Landlord's rights to act on any violation. In all references herein to Tenant, the use of the singular number is intended to include the appropriate number as the text of this Lease may require, and all gender references to male or female are intended to be gender neutral. This Lease and any attached addenda constitute the entire Lease between parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in

obligation under this Lease. Any addendum or Exhibits attached to this Lease are hereby incorporated by reference as a part of this Lease.

28. Mold and Mildew

- a. Tenant acknowledges that it is necessary for the Tenant to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust Premises on a regular basis to remove visible moisture accumulation on the windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover heating, ventilation, or air conditioning ducts in the Premises. Tenant also agrees to immediately report to the Landlord: 1) Any evidence of a water leak or excessive moisture in the unit as well as any storage room or common area. 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area. 3) Any failure or malfunction of the heating, ventilation, or air conditioning system in the Premises. And 4) any inoperable doors. Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant and occupants resulting from Tenant's failure to comply with the terms of this paragraph.

29. Addenda:

- a. Rules and Regulations _____
- b. Pest Addendum _____

30. Terms

- a. The terms Landlord, Management, Lessor, and Owner as used herein shall each mean "Landlord" as defined herein. The terms Tenant, Resident, Lessee as used herein shall each mean "Tenant" as defined herein. The terms Unit and Premises as used herein shall each mean "Premises" as defined herein.

31. State of Michigan Truth in Renting Notice:

- a. 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.

Tenant: _____ Date: _____

Landlord: _____ Date: _____

Rules and Regulations

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents in **Property Street Address, City, Michigan Zip Code** and for the purposes of making fair distribution of services and facilities for all Tenants, and for the purpose of preserving the Landlord's property from abusive treatment.

1. Residents shall not hang or erect anything on or about the interior or exterior of the Premises, nor place nails, hooks, etc. on interior or exterior or ceilings of the Premises without prior written consent of Landlord. Residents are encouraged to use good taste when decorating their rooms. Posters should be secured to the walls using Command Strips. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through entire drywall boards. Seek assistance from Employer Name maintenance staff if you have any questions. All interior and exterior doors of the Premises shall remain free of nails, stickers, and any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be on exterior building walls, windows, or doors.
2. Pets or any animal are prohibited from being brought onto the Premises. Pet prohibitions apply to all mammals, reptiles, birds, fish, and insects.
3. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents are to vacate the premises immediately. Residents will be instructed by Landlord when they are allowed to return to their apartments. At lease commencement, the Landlord will test the smoke detectors in premises for proper operation and working batteries. Upon notification by the Resident, the Landlord will replace the batteries. Tampering or altering smoke detectors will result in an **\$75 fine**.
4. The community grill and grill area should be left clean for use by others.
5. All tenants must share responsibility in the overall cleanliness of their individual rooms and in all areas in the property, including but not limited to:
 - a. Kitchen – Dishes must be cleaned after all meals. Dirty dishes are not to be left in the sink in between meals or overnight. Garbage must be emptied into the provided blue trash containers located outside when full. Garbage bags are not to be placed on the floor. Food in the refrigerator must be checked and disposed of when out of date or rotten. You will be responsible to throw out your own items that you purchased. Do not touch or throw out other's food. It is also suggested for you to label the food items that you own to avoid confusion.
 - b. Living room – Food, dirty plates, and beverages are not to be left on the tables or the floor. Dishes should be done when finished with the meal or by the end of the day. Tables and countertops are to be cleared and kept clean. Vacuum when necessary.
 - c. Bathrooms – Waste baskets are to be emptied when full. No trash to be left on the floors. Weekly cleaning of shower stalls and toilets will be required. No wet towels are to be left on the floor.
 - d. Bedrooms – Clothes are to be placed in drawers or closets. Bed sheets are to be washed when necessary. Lost personal items are not the responsibility of Employer Name. Permission is required to enter the room if staying in a different bedroom (i.e. respect other's personal space and items). Allowing rubbish to pile up within the bedrooms is strictly prohibited.
 - e. Garbage – Beverage cans, garbage containers, and refrigerators are always to be kept clean. Weekly garbage pick-up is on Wednesdays. Two blue garbage containers are to be rolled out at the end of the driveway each Tuesday evening for trash pick-up the following day. If needed, a rotation schedule can be created to ensure all tenants are responsible for trash pick-up.
6. The following items are prohibited in the property:
 - a. Decals and stickers (with the exception of security ID stickers) which may cause damage to painted walls and other surfaces. It's allowed to have tasteful window stickers on the side of the window facing the inside.
 - b. Stolen property such as construction barriers, street signs, etc.
 - c. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.

- d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids, and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons because of the potential danger to other tenants. This includes, but not limited to, pistols, rifles, BB guns, paint pellet guns, hand billies, nunchucks, switchblades, explosives, and dangerous chemicals.
 - f. Appliances not provided by management (such as toaster ovens, hotplates, indoor grilling machines, etc.) because of electrical and plumbing problems.
 - g. Live-cut Christmas trees because they constitute a fire hazard, fake trees are okay.
 - h. Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes, and water pipes. If prohibited items are observed in the house, the items will be confiscated, and disciplinary action may up to termination may be enacted. Even though marijuana is legal on the state level, marijuana is not legal on the federal level.
7. **Landlord** recognizes the right of the Resident to entertain friends and have guests. Resident, members of the Resident's family, and guests shall at all times conduct themselves in an orderly manner and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of other Residents. Residents will be held responsible for the conduct of their visitors and guests; however, the privacy and the right to normal use of the Premises by Resident's roommates must be respected by Resident when entertaining visitors and guests. Guests visit overnight when it can be arranged with the management for a period not to exceed two (2) consecutive nights.
- a. Due to COVID-19, any guest visitations, with or without permission, are suspended until further notice.
8. It is understood that Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Resident's room or suite as a guest cannot stay for more than two (2) consecutive days more than four (4) times during the Lease Term. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.
- a. Due to COVID-19, any guest visitations, with or without permission, are suspended until further notice.
9. All radios, televisions, stereo equipment, or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of other Residents.
10. No percussive or electronically amplified musical instruments may be played on the premises. Non-electronically amplified acoustic instruments may be played in the Premises at a level that does not annoy or interfere with the quiet enjoyment of the other Residents.
11. No incense or other odor producing items shall be used in or about the Premises. It is understood by the Resident that offensive noises and orders are expressly prohibited.
12. The use of candles is not permitted indoors due to fire hazards. Outdoor candles are permitted and are to be extinguished before bed.
13. Fires are to be conducted in the designated bonfire pit only and are to be extinguished after use.
14. Driveways, sidewalks, courts, halls, entry passages, stairs, and other public areas shall not be obstructed at any time.
15. Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of the Landlord.
16. All residents shall comply with QUIET HOURS in the Premises as posted. Quiet hours are from 10pm to 7am, Monday through Thursday, and 11p - 8a, Friday - Sunday at minimum.
17. All organized parties must be planned in advance and approved in writing by the Landlord.
- a. Due to COVID-19, any parties, with or without permission, are suspended until further notice.
18. The decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances.
19. Michigan Law recognizes 21 as the minimum legal drinking age and it is a violation for a person less than 21 years of age to attempt to purchase, process, consume, or transport alcoholic spirits; including cooking wine. It is unlawful for any person 21 years or older to furnish or sell alcoholic spirits to any persons less than 21 years of age. Party balls and kegs of alcohol are also prohibited anywhere on the Premises. The manufacture, possession,

sale, or usage of any illegal substances, drugs, or drug paraphernalia is prohibited. The knowledge of any illegal activity must be brought to the Landlord's or Management's attention immediately. Smoking is prohibited inside of the Premises.

20. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the appropriate criminal or corporate authorities. Residents or guests caught with or suspected of using drugs will face disciplinary action including the possibility of eviction and termination of employment.
21. Windows and Doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that the Resident removes or damages the window screen, they are to notify the Landlord within 72 hours. There will be a \$50 fee charged to the Resident who caused damage for each window screen broken.
22. Any and all maintenance issues are to be reported, in writing, within 72 hours of incident.
23. All trash and refuse from the Resident's room and common areas should be placed in trash bins provided by the Landlord and not left in the Premises or in any of the common areas, hallways, or similar places on the Premises. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available and deposit them at a local Recycling Center. At move out, Management reserves the right to bill resident for the cost of cleaning to which the resident would forfeit their security deposit.
24. Landlord has the right to enter the Premises, for any reason, without a 24-hour notice.
25. Landlord has the right to inspect rooms, if necessary, for probable cause without a 24-hour notice.
26. Speed limit within the Premises for motor vehicles is not to exceed 5 MPH. Pedestrians have the right of way.
27. No furniture is to be removed from the Premises. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines, or other disciplinary actions.
28. No storage for unwanted furniture is available. Residents will be held responsible for furniture returned to its original position prior to checkout. No furniture may leave the Premises at any time.
29. Locks may not be altered, changed, or added by Residents under any circumstances. Landlord may, from time to time and without prior notice, change the passcode for the Premises for security purposes. Residents will be instructed to obtain new passcodes with Landlord.
30. Hazing or any inappropriate behavior that causes physical harm, mental anguish, or is harassing in any way, however slight, and/or is threatening in any way to another Resident is prohibited and is strictly forbidden by State Law. Any type of such activity should be brought to Landlord's or Management's attention immediately.
31. All signs, posters, or other items must be approved by the Landlord before they are posted in any public area. Approved materials must be posted in approved areas.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. RESIDENT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO EMPLOYER NAME AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

Tenant's Initials _____

Pest Addendum

This agreement between Landlord and Tenant is an addendum to the Lease Agreement dated to being Month ____, Year for the Premises located at Property Street Address, City, MI Zip Code.

Landlord and Tenant agree as follows:

Tenant's Responsibilities: Upon move-in, Tenant shall conduct a thorough inspection of the Property for pests. If Tenant fails to report ANY pest infestation and/or problems with the Property within ten (10) days, it shall be an acknowledgement by Tenant that the Property is in an acceptable and pest-free condition. Tenant agrees to take reasonable steps to prevent, control, and report any signs of pests immediately to Landlord and that notification shall constitute Tenant's permission for the Landlord to enter the Property to inspect. Tenant agrees to inspect the property and his/her personal property for signs of pests on a routine basis.

Landlord's Responsibilities: Landlord agrees to inspect the Property prior to renting the Property for pests and pre-treat the home in the event that any pests are detected. In the event that any pests or vermin are detected in the Property and reported by the Tenant, Landlord agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the Landlord's right to use staff to remedy the situation. Landlord agrees to provide the first treatment at no cost to Tenant, unless there is evidence that Tenant and/or Tenant's guests created the environment that could have or actually did create the pest problem. Landlord agrees to take all reasonable steps to address any identified pest issue.

Upon the discovery of any pest issue, Landlord shall provide a 48 hours written notice delivered either to the Tenant, posted to the door, or electronically to the Tenant for treatment. Tenant agrees to prepare the property and their personal property for any pest control treatment. Tenant further agrees to comply with all recommendations and requests from management and pest control specialists prior to the professional treatment including but not limiting to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis.

General Provisions:

Tenant agrees that they will not knowingly or negligently bring any items into the Property that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. Tenant agrees to pay for any treatments in excess of the first treatment and that amount is due and owing as rent and payable on or before the next rental due date. If Tenant does not have the property properly prepared for the initial treatment, the Tenant agrees to be liable for the service fee. Tenant agrees that breach of any of these obligations will constitute a breach of the Lease Agreement and may result in an eviction action and/or a claim for the damages incurred by Landlord.

Tenant acknowledges that the execution of this Pest Addendum does not guarantee or warrant a pest-free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the terms of this Addendum is largely dependent upon Tenant's voluntary compliance and cooperation.

Bed Bugs: If bedbugs are discovered in the property or in a surrounding Premises, the Tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

1. Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the dry cleaner of the issue so that proper steps may be taken to remedy the issue.
2. Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.

3. Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
4. Deeply vacuum all areas of the Premises including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
5. Move all of the furniture away from the walls and leave access to closet areas.

Other: Tenant acknowledges that the Landlord is not an insurer of Tenant's property and is encouraged to have renter's insurance to cover any losses. Landlord shall not be liable to Tenant for any damage caused by pests, including, but not limited to, replacement of furniture, medications, or medical expenses. Landlord shall not be liable to Tenant for any damage caused to Tenant's personal property during pest control treatments or inspections, unless the damage arises from Landlord's gross negligence. Landlord and their agents shall not be liable to Tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue. Furthermore, the Tenant agrees to indemnify and hold harmless the Landlord and its agents from any claims, including attorney fees, which the Tenant may be liable for failing to comply with this Addendum. Tenant further acknowledges receipt of bed bug educational materials from Landlord.

By signing below, the undersigned acknowledges and agrees to the above addendums. Failure to execute and return the Addendum will constitute a material breach of the Lease.

Landlord/Management

Date: _____

Tenant

Date: _____

