

RESIDENTIAL RENTAL LEASE (MICHIGAN)

THIS LEASE made effective as of the ____ day of _____, _____ by and between:

[NAME OF LANDLORD or LANDLORD'S AGENT] (the "Landlord" [or if agent, the "Agent"]
[address of Landlord or Agent]

- and -

[NAME(S) OF TENANT(S) - all adult Tenants should be named] (the "Tenant")

NOW THEREFORE THIS LEASE WITNESSES that in consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby demise and lease to the Tenant the Premises located at [address of the Premises] (the "Premises").

1. Term

The term of this Lease shall commence on the ____ day of _____, _____ and continue until the ____ day of _____, _____, and then on a month-to-month basis thereafter, until either party shall terminate this Lease by giving the other party thirty (30) days written notice either personally delivered or sent by certified mail with receipt.

2. Rental Payments

The total rental payment due hereunder is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$###.##) payable in ____ monthly installments of \$###.## per month to be made on the first day of each month. The first payment shall be made on the 1st day of [month], [year]. All payments to be made hereunder shall be made to the Landlord at the address set out in this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rental payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st of the month.

3. Occupancy and Use

The following person(s) will also occupy the Premises, but is/are not of legal age and shall have no liability or responsibility under this Lease: *[list children]*

The Tenant shall notify the Landlord immediately in writing of any person(s) who are not named in this Lease who have been or shall be residing in the Premises for a period in excess of ____ days. Such person(s) may remain in the Premises only upon written authorization of the Landlord.

4. Utilities

Tenant shall be responsible for deposits and connections of all utility services required on the Premises prior to occupancy, and shall be responsible for payment of all utility bills during the term of the Lease.

5. Security Deposit

[Note to Landlords: The deposit cannot exceed 1 1/2 months' rent.]

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Lease by Tenant. The security deposit shall be deposited at [name and address of bank or trust company where deposits are held].

Said security deposit remains the property of the Tenant and may not be used by the Landlord except for reimbursement for actual damages to the Premises that are the direct result of conduct not reasonably expected in the normal course of habitation of the Premises, or for unpaid rent or utilities as provided in Public Act 348 of 1972.

In the event that there is damage to the Premises attributable to the Tenant, or other obligations of the Tenant which are properly deductible from the security deposit, the Landlord shall mail to the Tenant within (30) thirty days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Tenant must respond to the Landlord's claim by mail within seven (7) days of receipt of the itemized list or forfeit the amount claimed. If the parties cannot come to an agreement as to the amount of the deposit withheld, the Landlord may commence action in court within forty-five (45) days after termination of occupancy.

Tenant authorizes any and all delinquent account balances as determined by Landlord to be reported to the Credit Bureau of [City].

6. Late Charge and Dishonored Check Fee

The parties agree that time is of the essence. In the event rent is not paid within _____ days after the date on which it is due, Tenant agrees to pay a late fee of \$##.##. Tenant further agrees to pay \$##.## for each dishonored check.

7. Default by Tenant

In the event of default by Tenant hereunder, the Landlord shall not be required to return any part or portion of the security deposit, but the Landlord may either retain the security deposit as liquidated damages or apply it against actual damage sustained by the Landlord by reason of Tenant's default. The retention of the security deposit shall not be the only remedy to which Landlord is entitled, but Landlord shall have all recourse against the Tenant provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Tenant agrees to pay Landlord's reasonable attorney fees and expenses incurred with respect to enforcing any of the terms of this Lease, in collecting overdue rent, and in recovering possession of the Premises from Tenant.