

## APARTMENT RENTAL LEASE (MICHIGAN)

### 1. Parties

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]  
Address: [address of Landlord or Agent]

**and**

Tenant: [NAME(S) OF TENANT(S)]

### 2. Address of Leased Premises

[street address]  
[city / town], Michigan [zip] (the "Premises")

### 3. Term

The duration of this Lease shall be for a fixed term, commencing at 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and terminating at 12:00 noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Term").

### 4. Rent & Other Monthly Charges

The total rent due under this Lease 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 total monthly rent installments and charges due under this Lease are as follows (all of which are collectively referred to as "rent payments"):

Rent	\$###.## per month
Water & sewer	\$###.## per month
Other: <i>[describe]</i>	\$###.## per month
<b>TOTAL RENT:</b>	<b>\$###.## per month</b>

All rent payments are due on the first (1<sup>st</sup>) day of each calendar month during the Term of this Lease. Rent payments shall be paid by one check, [pre-authorized debit] or money order per month. Cash will not be accepted under any circumstances. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out in Section 1 of this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent 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 1<sup>st</sup> day of the month. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

Partial rental payments may be refused at the option of the Landlord. If all rent is not paid on or before the third (3<sup>rd</sup>) day of the calendar month, the Tenant shall be charged a late fee of [amount of late fee] Dollars (\$###.##). In addition, the Tenant agrees to pay an administrative charge of \$###.## for each returned check. Non-payment of rent or habitual late payment of rent shall be deemed sufficient reason for eviction. Any balance carried forward from the previous month will also be subject to a late fee.

### 5. Security Deposit *[NOTE TO LANDLORD: not to exceed 1 1/2 month's 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].

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. Occupancy & Use of Premises**

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who will be living in the premises]*

If individuals other than those listed above are found residing at the Premises for more than \_\_\_\_ days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Lease and pursue eviction of the Tenant and all other occupants of the Premises.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

**7. Utilities & Services**

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Provided by	
	Landlord	Tenant
Electricity		
Gas / heating		
Water / sewer		
Telephone		
Cable TV		
Garbage pick-up		
Trash receptacles		
Lawn care		
Snow removal		
Laundry facilities		
Smoke detector batteries		
Light bulb replacements		

*[if Tenant is responsible for water bills: At the end of the Term of this Lease, the Tenant shall submit a receipt showing that the final water bill has been paid. Failure to provide this receipt within \_\_\_\_ days of vacating the Premises will result in the actual charges being assessed against Tenant's security deposit.]*

**8. Appliances & Furnishings**

The Landlord shall supply the appliances, window coverings, carpets and/or furnishings itemized on the attached Inventory Inspection Checklist, which is made a part of this Lease by reference thereto.

**9. Parking & Storage of Vehicles**

The Tenant shall be provided with \_\_\_\_\_ parking stall(s), *[if stalls are numbered or otherwise identifiable: being parking stall(s) numbered/ designated as \_\_\_\_\_]*.

Initials: \_\_\_\_\_

The Tenant shall park only the following vehicle(s) in the aforementioned parking stall(s):  
*[description of vehicle(s) by make, model, color, year and license plate]*

The Tenant acknowledges and agrees that any vehicle other than the vehicle(s) listed above which is parked in the designated parking stall(s) may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. *[for on-street or parking other than in parking stalls: The Tenant will be assigned a parking sticker for each of the above listed vehicles, which are to be placed on the right rear or side window of vehicle. Tenant will be charged \$#.## for each new, replacement or lost parking sticker. Failure to install a parking sticker may result in the subject vehicle being towed at the owner's expense.*

The Tenant will not park boats, trailers, snowmobiles, or unlicensed vehicles on or around the Premises at any time without Landlord's written permission.

It is the Tenant's responsibility to ensure that the Tenant's family, guests and invitees do not park in areas designated for use by other tenants, or in such locations or in such a manner as to obstruct the vehicles of other tenants.

#### **10. Vehicle Maintenance**

Neither the Tenant nor the Tenant's family, guests or invitees shall perform any kind of vehicle maintenance or servicing, including but not limited to oil changes, washing, waxing, tune-ups or other maintenance, on or around the Premises or any of the driveways, parking lots, garages and yards adjacent to the Premises. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owner's expense without notice. Habitual servicing of vehicles shall be deemed sufficient reason for eviction.

#### **11. Inventory Inspection Checklist**

The Tenant shall inspect the Premises [and the furnishings] and return a copy of the signed Inventory Inspection Checklist to the Landlord within seven (7) days after taking possession of the Premises. Receipt of the Inventory Inspection Checklist shall be deemed to be as of the date the Landlord signs the form. Tenant understands and agrees that failure to return the Inventory Inspection Checklist within the seven (7) day period will constitute the Tenant's acceptance and confirmation that the Premises are in good, clean, tenable condition with no damage. If the Tenant fails to inspect the Premises before taking possession, or fails to make a written request of repairs prior to taking possession, the Tenant agrees to accept the Premises AS IS with no representations or warranties expressed or implied, notwithstanding the requirements of the [City] Building & Housing Code. The Landlord at its sole discretion may refuse to accept an Inventory Inspection Checklist if it is not returned within the seven (7) day statute period and signed by Landlord. In units where one (1) or more Tenants is renewing, all new Tenants accept the unit in the condition documented in the previous beginning Inventory Inspection Checklist. This document will be furnished by written request prior to the execution of this Lease. Failure to request the document does not relieve the Tenant of his/her obligations to accept this document as the initial Inventory Inspection Checklist. In the event there was no initial Inventory Inspection Checklist, the Premises shall be considered undamaged. All written requests for repairs will be reviewed by the Landlord and performed at the sole discretion of the Landlord.

#### **12. Keys & Locks**

The Tenant may request locks to be changed at the time of taking possession, or at any other time for a re-keying fee of \$##.## per lock. The Tenant agrees to not change any lock or install any additional lock, burglar alarm or other security device without the written consent of the Landlord.

#### **13. Repairs & Maintenance**

The Tenant agrees to give the Landlord prompt notice of necessary repairs. The Landlord will make all necessary interior and exterior repairs to the Premises in a timely manner, to keep the Premises in a tenable condition as prescribed by local or state housing ordinances. The Landlord shall commence repairs or cause repairs to be commenced to heating, plumbing or electrical failures within twenty-four (24) hours of receiving a request from the Tenant for such repairs.

Initials: \_\_\_\_\_

**THIS IS A 13-PAGE DOCUMENT.**