

RENTAL CONTRACT
Diamond Street Apartments, LLC

Landlord	Tenants	Location
Jon Lehtinen	_____	Apartment xx
PO Box 533	_____	1209 Diamond Street
Houghton, MI 49931	_____	Houghton, MI 49931
906-370-7356	_____	

AGREEMENT

Once the Tenants and Landlord sign and date this agreement and the deposit has been made, the tenants will lease the premise listed above beginning **June 1, 20xx** and ending **May 28, 20xx**, to be used **ONLY** for residential purposes.

DEPOSIT A **\$xxx.00** deposit is due at the time that this agreement is signed. The deposit will cover the cost of any damages done to the property by the tenants or their guests above reasonable wear and tear. It also compensates the Landlord for any unpaid rent and additional cleaning costs. The tenants are financially responsible for any damages exceeding the Security Deposit. Such deposit is held in Superior National Bank, Hancock, Michigan.

RENT The rent for the entire term for this agreement is **\$x,xxx.00**. The monthly rent totals **\$xxx.00**, except for the lease months of June thru August when it shall be **\$xxx.00** per month.

LATE RENT Tenants covenant and promise that all rent payments will be paid on or before the first date of each month. If the Tenant cannot meet this deadline, Tenant agrees to contact Landlord prior to the first date of the month to make reasonable arrangements. If payment is not received by the 3rd day of the month and prior arrangements have not been made, a service charge of \$5.00 per day will be made. If rent remains unpaid, tenants risk eviction.

CHECKS The tenants will be charged a \$25.00 fee for all returned checks unpaid by the bank.

UTILITIES Heat, water, and electricity are included in the rent. A dumpster is available for garbage. Landlord is responsible for plowing the parking lot and will plow the main part of the common area. Tenants are responsible to shovel between their apartment door and the plowed area. No window air conditioning units are permitted.

Tenants initials _____

THE TENANTS AGREE

- OCCUPANCY Only the people who have signed this contract will live in the apartment. No guest of Tenants shall be residents longer than 15 days without the written consent of the Landlord.
- SUBLEASE That they will NOT sublease without the prior WRITTEN consent of the Landlord. Anyone subleasing will be required to pay a security deposit to the Landlord.
- DAMAGE Notify the Landlord IMMEDIATELY of any malfunction at the premise that may result in further damage and unnecessary costs (e.g. plumbing, electrical, etc.)
- WATERBEDS To not use waterbeds in the apartment because of the possibility of extensive damage and inconvenience resulting from a leak.
- PETS To not keep pet animals on the premises. The Tenants agree to pay fifty dollars per month additional rent for each month or partial month that this section is violated.
- REPAIRS To allow the Landlord access to the premises for maintenance and repairs.
- UPKEEP To maintain all furnishings in the apartment in like condition as when taken. At the end of this contract no additional repairs should be necessary beyond normal wear and tear. To refrain from allowing LITTER, JUNK or WASTE MATERIALS to accumulate or be stored on the property.
- DAMAGE Landlord will consider the following, but not limit to the following, items in regard to damages and security deposit:
a. Scratches and mars on appliances, walls;
b. Malfunction of appliances caused by negligence or intentional acts;
c. Damage to electrical or plumbing service;
d. Breaks or cracks in glass, interior or exterior;
e. Tears, cuts, stains or burns in carpeting or upholstery, and/or drapery;
f. Cracks in walls of plaster caused by negligence or intentional acts;
g. Broken locks or doors;
h. Stained or dirty sinks, toilets, tubs, counters, cupboards;
i. Apartment must be in same clean condition as when rented.
- PARKING To keep no more than one vehicle per tenant on the premises and to cooperate with the Landlord by moving these vehicles when plowing snow is necessary.
- LAW To keep the premises in accordance with all police, sanitary, and other regulations imposed By a government authority.

Tenants initials _____

EVICTIION That if rent goes unpaid, if the regulations stated in this contract are not followed, or if the Tenants are convicted of any crime concerning the premises, the Landlord, and their representatives may enter the premises and evict the Tenants (e.g. Tenants caught with illegal drugs would be grounds for eviction).

LANDLOARD AGREES

CONTRACT That the Tenants, at the signing of this contract, may peacefully enjoy the premise for the stated term.

DEPOSIT To return to the Tenants within **THIRTY DAYS** after the termination of this lease, the portion of the security deposit which remains after the assessment for damages and unpaid rent, and to provide an itemized list of damage and cleaning assessments made against the security deposit.

LEGALITIES

If during the term of this lease, proceedings are instituted under the power of eminent domain for the condemnation of the premises, then the term of this lease shall end when the premise becomes the property of the condemning authority (e.g. If the state transportation department decides to build a highway through the premise, this contract is invalid of the day the court hearings begin. Until the trial period ends you will have to rent month by month.)

YOU MUST NOTIFY YOUR LANDLORD IN WRITING OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL, WITHIN FOUR (4) DAYS AFTER YOU MOVE. OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN INTIMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

This agreement is required to comply with the truth in renting act. If you have a question about the interpretation or a legality of a provision of this agreement, you may wish to seek assistance from a lawyer or other qualified person.

Tenants initials _____

THE UNDERSIGNED AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS, CONDITIONS, AND REQUIREMENTS CONTAINED IN THIS LEASE:

Tenant signature date

Tenant signature date

Tenant signature date

Tenant signature date

Landlord signature date

HOME ADDRESS

It is necessary for the Landlord to have the Tenants home addresses in the event of an emergency (e.g., broken pipes, robbery, etc) while the apartment is unoccupied. Please print you full address and contact phone number below:

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