

HOUSE RENTAL AGREEMENT

PARTIES

The parties to this agreement are **Jon M. Lehtinen, P.O. Box 533, Houghton, Michigan 49931**, hereafter called "property owner", and _____, hereafter called "tenants".

PROPERTY

Property owner hereby lets the following property to tenants for the term of this agreement (a) the real property located at _____, **Houghton, Michigan**, and (b) the furniture and appliances on said property.

TERM

The term of this agreement shall be for one year (12 months), beginning on **June 1, 200x** and ending on **May 31, 200x**. The property owner shall give the tenant actual physical possession of the demised premises at the commencement of the term.

RENT

The rental amount for the said property shall be **\$xxx.00** per month. The said rent is due and payable on the first day of each month, and any rents not received by, or on, that date shall be considered delinquent and is subject to a late fee charge of ten percent (10%) of the unpaid balance. If unpaid balance is not paid with the late fee by the seventh day of the month, the tenants are subject to eviction proceedings. A \$20.00 fee will be charged by the property owner for any rent checks returned "unpaid" from the tenants' bank. **Note:** Tenants are **JOINTLY** and **SEVERALLY** liable for the payment of rent.

UTILITIES AND SERVICES

Tenants are responsible to pay for the utilities: electricity, heat, water and sewage. Property owner is responsible for lawn mowing and snow plowing in areas the plow can access. Tenants agree to keep their lawn free from debris and trash.

SECURITY DEPOSIT

Tenants shall pay to the property owner, upon execution of this agreement, a security deposit equal to one month's rent, which shall be deposited at Superior National Bank located in Hancock, Michigan. Said security deposit remains the property of the tenant and may be used by the property owner for reimbursement for the actual damages to the rental unit that are the direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent or utilities. Without regard to the amount of the security deposit, tenants remain **jointly** and **severally** liable to the property owner for any and all damages and unpaid rents or utilities during the term of this agreement.

"YOU 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 BE RECEIVING MAIL. OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERANT TO THAT FAILURE."

Tenant must notify the property owner in writing within seven (7) days after he/she receives the list of damages whether he/she agrees with the damages listed.

NOISE

Tenants agree not to allow on his/her premises any excessive noise or other activity which unduly disturbs the peace and quiet of other tenants in the building or nearby neighbors.

PROPERTY OWNERS OBLIGATIONS

Property owner shall maintain the dwelling thereof in a decent, safe, and sanitary condition. In the event that repairs are needed, the tenant should notify the property owner or his agent and should allow reasonable time for compliance.

TENANTS DUTIES

Tenants shall dispose of all their rubbish and garbage in a clean and sanitary manner. Tenants shall keep the dwelling unit in a clean and sanitary condition, and shall otherwise comply with all state and local laws requiring tenants to maintain premises. If there is damage to the rental unit which is a direct result of conduct by the tenants, not reasonably expected in the normal course of habitation, tenants may repair such damage at their own expense. Upon such failure to make such repairs, after reasonable notice by the property owner, property owner may cause such repairs to be made and tenants shall be liable for any reasonable expense thereby incurred by property owner.

Tenants accept the premises in its present state and without any representation or warranty by the property owner as to the condition of the property. The rent shall in no wise be withheld or diminished on account of any latent defect in the property, change in condition thereof or any damage occurring there to. If the premises are damaged or destroyed by any casualty without negligence or fault of the tenants, the property owner shall repair the damage to a good and tenantable condition so as to be substantially the same as prior to such casualty within 30 days of the event. If the premises are not repaired within 30 days, the tenants at their option may terminate this agreement by written notice to the property owner. In such event, the property owner agrees to refund, pro rata, any rent paid in advance beyond the time of such casualty. The landlord shall not in any way be responsible for damage to, or loss of, personal property of the tenants. Tenants are advised to obtain personal property renters insurance.

The tenants remain obligated to insure that the premises will be properly heated and routinely inspected to avoid loss or damage during any time the tenants are absent from the premises. Tenants agree to notify the property owner when absence from the premises will be more than two (2) days during the heating season.

Tenants will not be allowed to use or store a waterbed on any portion of the premises. Tenants shall not install a wood burning stove or other similar wood burning appliance or device anywhere on the premises. No flammable substances shall be stored in or about the premises and no disabled motor vehicle or the component parts of motor vehicles shall be stored or worked on at the premises without written consent of the property owner.

Tenants shall not post any pictures, maps, plaques, of any other items on the walls, ceiling, or other parts of the premises which could cause damage to those surfaces. The tenants are required to appoint one tenant to serve as the representative of the rental unit in communications with the property owner at all times if practical, to avoid confusion.

No pets are allowed to live on the premises without prior written consent of the property owner.

ALTERATIONS

No alteration, addition, or improvement, which would cause the property owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by tenants in or to the dwelling unit without prior written consent of the property owner. Any alteration, addition, or improvement made by the tenants after such consent shall be given, and any fixture installed as part thereof, shall at the property owners option become the property of the property owner upon the expiration of this agreement, provided however, that the property owner shall have the option to require the tenants to remove such fixtures at the tenants cost upon termination of this agreement. In the event that said fixtures shall be removed by the tenants, it shall be the obligation of the tenants to repair and restore the premises to their original condition.

INSPECTION OF PROPERTY

Property owner or his agent may enter the dwelling unit during reasonable hours for the following purposes. To inspect to see if the tenants are complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgagees, and tenants. Such entries shall not be so frequent as to seriously disturb tenants' peaceful enjoyment of the premises. Such entries shall take place only with the prior consent of the tenants, which consent shall not be unreasonably withheld. If, however, property owner or his agent reasonably believes that an emergency exists which requires an immediate entry, such entry may be made without tenants consent.

TERMINATION

If there shall be a default by the tenants in the payment of rent or any part thereof, or in the performance of any other covenant, agreement, condition, rule, or regulation herein contained or hereafter established; this agreement, at the option of the property owner shall immediately become void and the property owner shall have the right to re-enter and repossess the leased property, either by summary proceedings, voluntary surrender, abandonment by tenants, or other lawful means. After possession has been regained, the property owner may re-let the unit as the agent of the tenants, and the tenants shall jointly and severally pay the property owner the difference between the rent hereby reserved and agreed to be paid by the tenants for the portion of the term remaining at the time of the re-entry, together with the amount, if any, received or to be received under such re-letting for such portion of the term. The tenants hereby waive all rights to redeem after repossession.

Upon termination of this agreement, tenants shall vacate the premises, remove all personal property belonging to them, return all keys and leave the premises as clean as they found them. Wear and tear that is reasonably expected in the normal course of habitation is expected. Upon checkout, all furniture and fixtures must be accounted for, assembled, and returned to the appropriate rooms. A fee of \$5.00 each will be charged for any unreturned keys at time of termination.

SUBLEASING

Tenants shall not sublet the dwelling without consent of property owner. Such consent shall not be withheld without good reason. Tenants remain liable for any unpaid rents or property damages per this lease, caused by the sub-letter(s).

“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”.

The property owner may appoint a designated representative to handle all matters within this agreement or any modified agreements that have been agreed to between the property owner and the tenants in writing.

Whereof, we, the undersigned, do hereby execute and agree to the above rental agreement, to be in full force and effect from and after this _____ day of _____, _____.

PROPERTY OWNER

Jon M. Lehtinen

TENANTS

In case of emergency, notify
(parents or guardians) Address/telephone:

Print name: _____

Print name: _____

Print name: _____

TENANTS continued:

Print name: _____

Print name: _____
