

LEASE AGREEMENT

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.

This Landlord and Tenant on _____ agree to lease for the Term and at the Rent stated in this Agreement:

LANDLORD: Watson Rentals, d.b.a. (Leslie K. Watson)
Address for Notice: 105 Albatross St.
Gwinn, MI 49841

JOINT AND SEVERALTY TENANTS: _____
Co-Signed _____

PROPERTY ADDRESS: 1630 or 1632 Burcham Dr., East Lansing, MI 48923

E-MAIL: msu4rent@gmail.com

TELEPHONE: (517)325-3325/517-616-0098

Term: _____

Annual Rent: \$14,400.00, Fourteen Thousand Four Hundred Dollars; Monthly Payments: \$1200.00, Twelve Hundred Dollars due on or before the 1st of each month.

Move-in date as available, pro rated at \$40 per day.

Security Deposit: \$1000 (One Thousand Dollars)

Use ____ 1. The Apartment must be used only as a private Apartment: a residence to live in, and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment. However, any spouse using the apartment must also sign the lease. The premises is licensed by the City of East Lansing and is restricted to a maximum occupancy of three unrelated persons. For any individual living in the apartment not signing this lease, or a sub-letter, there will be an additional \$25.00 charge per month.

Rent: ____ 2. The rent payments for each month must be paid in full on or before the payment date schedule. Landlord need not give notice to pay the rent. Tenant may be required to pay other charges to the Landlord under the terms of the lease; these charges are to be called "added rent." This added rent is payable as rent, together with each rent payment. If the rent is not paid in full by 4:00 p.m. or postmarked by the payment date, the tenant agrees to pay the rent plus a \$25 administrative fee. THE TENANT MAY NOT USE THE SECURITY DEPOSIT TOWARD THE LAST SEMESTER PAYMENT. Checks are to be made payable to Watson Rentals and mailed to 105 Albatross St., Gwinn, MI 49841. Note: If mailed, please mail 4 days in advance of due date. Online payments: PayPal.com as a transfer of funds to msu4rent@gmail.com.

Payment of Rent: ____ 3. All partial payments of rent by the tenant shall be considered to be paid on account only. No endorsement on any check and no statement on any letter arriving with the payment of rent shall be considered to be an agreement by the landlord either releasing or compromising any claim for rent. The landlord may accept partial payment and may continue to attempt to collect the balance of any rents due. Landlord may collect rent from cosigner, any other under-tenant or any person occupying the apartment other than the tenant and apply the monies received from such person to the rent due from the tenant, however, no collection from these persons shall be considered a release or waiver of any agreements by the tenant not to assign or sublet the apartment or as an acceptance of the assignment of the lease with or without the permission of the landlord.

If the Tenant is in possession of the apartment under an earlier lease agreement, the tenant agrees that any sum of money paid by the tenant to the landlord during the term of this lease agreement may be first applied to any monies due under the previous lease agreement. The balance of that payment, if any, may be applied toward payment due under this lease agreement.

If the apartment is available for occupancy by the tenant prior to the first of the term of this lease, the tenant may take possession of the apartment. This term of the lease shall be considered to start from the date the tenant takes possession but the tenant shall then be required to pay rent in addition to the rent stated above on a pro rated basis for the additional time tenant is in possession.

Late Payments: ____ 4. The tenant agrees that should tenant make payment of rent after 4:00 p.m., after the scheduled payment date, that payment shall include an administrative fee of \$25.00. This payment shall be in the form of certified checks, money orders, or personal check.

Failure to Give Possession: ____ 5. Landlord shall not be liable for failure to give tenant possession of the premises on the beginning date of the term. Rent shall be payable as of the date possession is available. Landlord will notify tenant as to the date possession is available. The ending date of the term will not change. Tenant will leave the premises at the end of the term. If Tenant does not leave, Tenant will be responsible for any damages resulting from failure to leave at the agreed end of the term.

Security Deposit: ____ 6. The Tenant has deposited and the Landlord herewith acknowledges the receipt of \$ _____ and the balance of \$ _____ that totals \$ _____ is to be retained as security for the faithful performance of all covenants, conditions and agreements of this lease but in no event shall the landlord be obligated to apply the same upon rent or other charges in arrears or upon the actual damages to the demised premises caused by the tenant in excess of reasonable wear and tear but the landlord may so apply the security deposit as its option. The landlord's right to the possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the landlord holds this security. The said sum if not applied to the payment of rent in arrears, actual damages, unpaid utility bills or rent owing due to premature termination of this lease will be returned to the tenant when the lease is terminated according to these terms, and in no event is the security to be returned until the tenant has vacated the premises and delivered possession (keys) to the landlord. Nothing contained herein to the contrary withstanding: the landlord shall at all times keep the Security Deposit in accordance with the provisions of Act 348 of Michigan Public Acts of 1972.

If landlord sells or leases the building, landlord may give the security to the buyer or lessee. In that event tenant will look only to the buyer or lessee for the return of the security. The security is for landlord's use as stated in this section. Landlord may put the security in any place permitted by law.

NOTICE: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER

YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL: OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

Services 7. Tenant shall pay for water, sewage, electricity, and gas and arrange for them with the utility company. Damage to the equipment or appliances supplied by landlord caused by tenant's act or neglect, may be repaired by landlord at tenant's expense. The repair cost will be added rent. Tenant must not use a dishwasher, washing machine, dryer, freestanding heater, ventilator, air cooling equipment or other appliance until installed by landlord or with landlord's written consent. Tenant must not use more electricity than the wiring or leaders to the building can safely carry.

Landlord may stop service to the plumbing, heating, air cooling or electrical systems, because of accident emergency, repairs, or change until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by landlord, landlord is excused from supplying that service. Service shall resume when landlord is able to supply it. Wireless Internet and Satellite Dish are included. extra cost services are to be paid by the tenant.

Alterations 8. Tenant **must obtain landlord's prior written consent** to install any paneling, "built-in" decorations, partitions, and railings or make alterations to the paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of landlord when completed and paid for. They shall remain with and be part of the apartment at the end of the term. Landlord has the right to demand that tenant remove the alterations before the end of the term. The demand shall be by notice given at least 15 days before the end of the term. Tenant shall comply with the demand at tenant's own expense. Landlord is not required to do or pay for any work unless stated in this lease.

If a mechanic's lien is filed on the apartment or building for tenant's failure to pay or bond the lien, if tenant fails to do so within 20 days after tenant is given notice about the lien, landlord's costs shall be added rent.

Repairs 9. Tenant must take good care of the apartment, all equipment and fixtures in it. Tenant must pay for repairs, whenever the need results from tenant's act or neglect. If tenant fails to make a needed repair or replacement, landlord may do it. Landlord's expense will be added rent.

Fire, Accident, 10. Tenant must give landlord prompt notice of fires, accident, damage, or dangerous or defective conditions. If the apartment cannot be used because of fire or other casualty, tenant is not required to pay rent for the time the apartment is unusable. Landlord need not repair the damaged structural parts of the apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings, or decorations unless originally installed by landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under landlord's control.

If the fire or other casualty is caused by an act or neglect of tenant or guest of tenant, or at the time of the fire or casualty tenant is in default in any term of this lease, then the tenant agrees that all costs of insurance deductibles and repair costs are their responsibility and the tenant must pay the full rent with no adjustment. The cost of repairs and insurance deductible will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Even if apartment is not damaged, landlord may cancel this lease within 30 days after the substantial fire or casualty by giving tenant notice of landlord's intention to demolish or rebuild. The lease will end 30 days after landlord's cancellation notice to tenant. Tenant must deliver the apartment to landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, landlord is not required to repair the apartment or building. The cancellation does not release tenant of liability in connection with the fire or casualty. Tenant has no right to cancel this lease due to fire or casualty.

Liability 11. Landlord is not liable for loss, expense, or damage to any person or property, unless due to landlord's negligence. Landlord is not liable to tenant for permitting or refusing entry of anyone into the building.

Tenant must pay for damages suffered and money spent by landlord relating to any claim arising from any act or neglect of tenant if an action is brought against landlord arising from tenant's act or neglect tenant shall defend landlord at tenant's expense with any attorney of landlord's choice.

Tenant is responsible for all acts of tenant's family, employees, guests or invitees.

THE TENANT IS HEREBY ADVISED AND UNDERSTANDS THAT THE PERSONAL PROPERTY OF THE TENANT IS NOT INSURED BY THE LANDLORD FOR EITHER DAMAGE OR LOSS, AND THE LANDLORD ASSUMES NO LIABILITY FOR ANY SUCH DAMAGE OR LOSS. THE TENANT IS ADVISED THAT, IF TENANT DESIRES INSURANCE COVERAGE, THE TENANT SHOULD INQUIRE OF TENANT'S INSURANCE AGENT REGARDING A RENTER'S POLICY OF INSURANCE.

Entry by Landlord: 12. Landlord, Agent of Landlord, or Service Repairs may enter the apartment at reasonable hours to repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that landlord decides is necessary. At reasonable hours landlord may show the apartment to possible buyers, lenders, or tenants of the entire building or land. At reasonable hours landlord may show the apartment to prospective tenants during the last 7 months of the term.

If the landlord enters the apartment, landlord will try not to disturb tenant. Landlord may keep all equipment necessary to make repairs or alterations to the apartment or building. Landlord is not responsible for disturbance or damage to tenant because of performing work or keeping the equipment in the apartment. Landlord's use of the apartment does not give tenant a claim of eviction. Landlord may enter the apartment to get to any part of the building.

Landlord has the right at **anytime** to permit the following people into the apartment: (i) receiver, trustee, assignees for benefit of creditors, or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government. Landlord has no responsibility for damage or loss as a result of those persons being in the apartment.

It is understood that landlord may enter the apartment **without** permission in any **emergency** situation where entry is reasonable or required.

Construction, Demolition: 13. Construction or demolition may be performed in or near the building. Even if it interferes with tenant's ventilation, view or enjoyment of the apartment it shall not affect tenant's obligations in this lease.

Assignment Sublease: 14. Tenant must not assign this lease or sublet all or a part of the apartment or permit any other person to use the apartment. If tenant does, landlord has the right to cancel the lease as stated in the Default section. State law may permit tenant to assign or sublet under certain conditions. Tenant must get landlord's written permission each time tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains

bound to the terms of this lease after a permitted assignment or sublet even if landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from tenant. The assignee or subtenant does not become landlord's tenant. Tenant is responsible for acts of any person in the apartment.

Subordination 15. This lease and tenant's right are subject and subordinate to all present and future: (a) leases for the building or the land on which it stands, (b) mortgages on the leases or the building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that landlord requests to show that this lease is subject and subordinate. Tenant authorizes landlord to sign these certificate(s) for tenant. Landlord may borrow money from the lender. The lender may request an agreement for changes to this lease. Tenant must sign the agreement if it does not change the rent, the term or alter the apartment.

Tenant's Certificate 16. Upon request by landlord, tenant shall sign a certificate stating the following: (1) this lease is in full force and unchanged (or if changed, how it was changed), and (2) landlord has fully performed all the terms of this lease and tenant has no claim against landlord; and (3) tenant is fully performing all the terms of the lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party landlord chooses.

Condemnation: 17. If all the apartment or building is taken or condemned by a legal authority, the term and tenant's rights shall end as of the date the authority takes title to the apartment or building. If any part of the apartment or building is taken, landlord may cancel this lease on notice to tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the lease is canceled, tenant must deliver the apartment to landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to landlord. Tenant gives landlord any interest tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the term.

Tenant's Duty to Obey Laws, Regulations: 18. Tenant must, at tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all government and authorities, landlord's insurers, Board of Fire Underwriters, or similar groups. **Notices received by tenant from any authority or group must be promptly delivered to landlord.** Tenant may not do anything that may increase landlord's insurance premiums, or lose the license of the premises. If tenant, invitee, guest does anything which raises the costs to the Landlord, tenant must pay the increase in premium, all costs, and loss of income as added rent.

Liability for Property Left with Landlord's Employees: 19. Landlord's employees are not permitted to drive tenant's cars or use personal property. Tenant must not leave a car or other personal property with any of landlord's employees. If tenant violates this paragraph landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

Back Yard Front Yard Patio, Porch, Driveway, Fences, Gates 20. Landlord may give permission to use the back yard. Tenant will use the area at tenant's own risk and must pay all fees landlord charges. Tenant must keep porch, patio and drive clean and free from snow, ice, leaves, and garbage and keep all screens and drains in good repair. No cooking is allowed on the porch. Cooking on the patio must be more than five feet away from the building or fence. Tenant may keep edible vegetable or flowering plants on the patio and flowering plant(s) on the porch. Tenant may not install a fence or any addition on the patio or porch. If tenant does, landlord has the right to remove and store them at tenant's expense.

Correcting Tenant's Defaults: 21. If tenant fails to correct a default after notice from landlord, landlord may correct it at tenant's expense. Landlord's costs to correct the default shall be added rent.

Notices 22. Any bill, statement, or notice must be in writing. If to tenant, it must be delivered or mailed by ordinary mail to the tenant at the apartment. **If to landlord, it must be mailed to landlord's address by certified mail, return requested.** It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Landlord must notify tenant if landlord's address is changed. The signatures of all tenants in the apartment are required on every notice by tenant. Notice by landlord to one named person shall be as though given to all those persons. **Notices or noise citations pertaining to the premises given by any department of the City of East Lansing or P.A.C.E. must be mailed to landlord's address by certified mail, return requested, within 24 hours of receipt of same.**

FOR PURPOSES OF THIS LEASE ALL CORRESPONDENCE TO THE LANDLORD SHALL BE ADDRESSED TO 105 Albatross, Gwinn, MI 48823 or AGENT OF LANDLORD as Tenant is notified.

Tenant's Default: 24. A. The following are defaults under the lease agreement: (1) Failure to pay rent or added rent on time or consistently paying rent late (7 or more days after due). (2) Failure to move into the apartment within 15 days after the beginning of the term. (3) Issuance of a court order under which the apartment may be taken by another party. (4) Failure to perform any term in another lease between landlord and tenant (such as garage lease). (5) Improper conduct by tenant annoying other tenants. (6) Failure to comply with any other term or rule in lease.

If tenant defaults under the lease agreement, landlord may cancel the lease by giving tenant a cancellation notice. The cancellation notice will state the date the term will end which will be 7 days after the date of notice. On the cancellation date in the notice the term of this lease shall end. Tenant must leave the apartment and give landlord the keys on or before the cancellation date. Tenant will continue to be responsible as stated in this lease for all rent payments and other obligations even if the lease terminates or the tenant is evicted.

B. If tenant's application for the apartment contains any misstatement of fact, landlord may cancel this lease. Cancellation shall be by cancellation notice as stated in Paragraph 22 (A) 6.

C. If (1) the lease is canceled, or (2) rent or added rent is not paid on time, or (3) tenant vacates the apartment, landlord may use eviction or other lawsuit method to take back the apartment.

D. If this lease is canceled, or landlord takes back the apartment, the following takes place: (1) Tenant is responsible for the rent until one of the following occurs: (a) the lease expires, or (b) the apartment is re-rented. (2) Landlord may, at tenant's expense, do any work landlord feels is needed to put the apartment in good repair and prepare it for renting. Tenant stays liable and is not released in any manner. (3) Any rent received by landlord for re-renting shall be used first to pay landlord's expenses and second to pay any amounts tenant owes under this lease. Landlord's expenses include: the costs of getting possession and re-renting the apartment, including, but not only statutory legal fees, broker's fees, cleaning and repairing costs, decorating costs and advertising costs. (4) From time to time landlord may bring actions for damages, delay or failure to bring action shall not be a waiver of landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by tenant to landlord under this lease. (5) If landlord re-lets the apartment combined with other space an adjustment will be made based on square footage. Money received by landlord from the next tenant, other than the monthly rent, shall not be considered as part of the rent paid to landlord. Landlord is entitled to all of it.

No Waiver: 24. Landlord's failure to enforce, or insist that tenant comply with any term in this lease is not a waiver of landlord's right. Acceptance of rent by landlord is not a waiver of landlord's rights. The rights and remedies of landlord are separate and in addition to each other. The choice of one does not prevent landlord from using another.

Illegality: 25. If any provision in this lease should become invalid, such invalidity shall not in any way affect any of the other provisions of the lease.

Representations, Changes in the Lease 26. Tenant has read this lease. All promises made by the landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by and delivered to each party.

Landlord Unable: 27. If due to labor trouble, government order, lack of supply, tenant's act or neglect or any other cause not fully within landlord's reasonable control, landlord is delayed or unable to (a) carry out any of landlord's promises or agreements, (b) supply any service to be supplied (c) make any required repair or change in the apartment or building, or (d) supply any equipment or appliances, this lease shall not be ended or tenant's obligations affected.

Expense of Default 28. If the tenant shall at any time be in default, and if the landlord shall institute an action or summary proceedings against the tenant based upon such default, the tenant will reimburse the landlord for the expense of attorney's fees and disbursements thereby incurred by the landlord so far as they are permitted by law and all other damages, and the amount of such expense shall be due from the tenant to the landlord on the first day of the month following the incurring of such respective expenses.

End of Term: 29. **At least thirty (30) days** before the expiration of the term of the lease the tenant shall give the landlord written notice of intention to surrender said premises at the expiration of such term. Tenant acknowledges that landlord and its agent employ marketing techniques in the renting of the apartment premises, that landlord and its agent require notice of a tenants anticipated vacation thirty days prior to such vacating to adequately schedule its marketing practices. At the end of the term, tenant must: leave the apartment clean and in good condition; remove all of tenant's property and all tenant's installation and decorations; repair all damages to the apartment and building caused by moving; and restore the apartment to its condition as it was at the beginning of the term. The time of surrender must be by **12 Noon** or as agreed upon with Landlord. If the last day of the term is on a Saturday, Sunday or state or federal holiday, the term shall end on the prior business day.

Renewal Options: 30. Providing that the tenant is not in default and has maintained a good tenant history this landlord shall have the option to renew this lease for an additional period of one year after the original Term of the Lease. The renewal shall be on the same terms and conditions or agreements stated in this lease except that the annual rent will be for an amount equal to the market rent currently charged for this unit type.

It is hereby agreed that in the event of the Tenant herein holding over after the termination of the lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary and the rental rate shall be an amount equal to the market rent currently in effect plus Twenty-five Dollars (\$25.00) a month.

This lease will automatically be renewed on a month to month rent following the term for the rent stated in the above paragraph unless the Tenant notifies the landlord in writing of his or her or their intentions to give up the unit and not to renew the Lease.

Space "As Is": 31. Tenant has inspected the apartment and building. Tenant states the premise is in good order and repair, and takes the apartment as is. Sizes of rooms stated in brochures or plans of the building or apartment are approximate and subject to change. This lease is not affected or landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

Quiet Enjoyment, And Habitability: 32. Subject to the terms of this lease, as long as tenant is not in default, tenant may peaceably and quietly have, hold, and enjoy the apartment for the term. Landlord states that the apartment and building are fit for human living and there is no condition dangerous to health, life or safety.

Landlord's Consent: 33. If tenant requires landlord's consent to any act and such consent is not given, tenant's only right is to ask the court to force landlord to give consent. Tenant agrees not to make any claim against landlord for money or subtract any sum from the rent because such consent was not given.

Lease Binding: 34. This lease is binding on landlord and tenant, their heirs, distributees, executors, administrators, successors and lawful assigns.

Landlord: 35. Landlord means the owner, of the lessee in possession. Landlord's obligations and landlord's interest in the building is transferable. Landlord's agents or employees may perform Acts that could be done by the Landlord.

Paragraph Headings: 36. The paragraph headings are for convenience only.

As To Waivers 37. If the landlord does not insist on strict compliance with any of the covenants or agreements of this lease or in the rules and regulations of this lease, such failure to insist upon strict performance shall not be considered a waiver or relinquishment for the future of any such agreement or rule or regulation and all such agreements and rules and regulations shall continue and remain in full force and effect. Even if landlord received rent from the tenant while he knows that there was a breach of any of the agreements or rules and regulations, the landlord shall not be considered to have waived the breach of same. Tenant agrees that there can be no waiver of any provision of this lease agreement, unless the waiver is in writing and signed by the landlord.

Keys 38. Tenant agrees that the delivery of all keys to apartment to any officer, or employee of landlord or any agent of the landlord directly shall not terminate tenant's liability for payment of rent under the lease agreement, but shall be deemed authorization for the landlord to enter the premises for purposes of re-rental and marketing.

Window Cleaning 39. The tenant agrees that he will not allow any cleaning of the windows in his apartment on the outside, unless equipment and safety devices required by law are provided and used resulting from such activity is not in violation of the requirements of any laws, ordinances, regulations or rules by any government.

Condition Of Premises 40. Tenant hereby accepts the premises in their present condition at the date of execution of this lease. If there are any items in violation of the statements, the tenant will within seven days of the beginning of the term of the lease supply a written itemized list of any deviations from the above. The landlord may then cause the items to be verified and both parties will sign a schedule of such defects or variations which shall be attached to the lease and binding on both parties. If the landlord corrects the defects or variations, the corrected items shall be stricken from the list.

The tenant further covens and agrees that tenant will not cause or allow or permit any waste, misuse or neglect of the premises or any furnishings therein provided by the landlord and warrants against the same and does hereby covenant and agree to pay for all damages caused, and the tenant further covenants and agrees during continuance of his or her or their occupancy of the herein defined premises to keep same in good repair and at the expiration of term yield up the same in the condition

as when taken, reasonable use and wear thereof alone excepted.

In the event the Tenant shall neglect to repair or pay for damages caused by waste, misuse or neglect as aforesaid, then the amount thereof shall be due from the tenant to the landlord on the first day of the month following the incurring of such damages and it is further expressly understood and agreed that in the event that tenant shall make all necessary repairs, the landlord at its option may enter into said premises and make such repairs and the expenses incurred shall be due from the tenant to the landlord on the first day of the next month following the incurring of such expense.

Liquidated Damages Cleaning, Repairs -41. The landlord agrees that tenant will not be responsible for normal wear and tear to the premises during the term of the lease. The tenant shall for be responsible for actual damages due to the tenants misuse or abuse.

Adjustments To This Lease: 42. As authorized by the Truth in Renting Act (P.A. 554-631 to 554-641) landlord shall have the right to make the following adjustment to the lease upon written notice to Tenant of not less than thirty (30) days: a. Changes required by federal, state, or local law or rules or regulations. b. Changes in rules relating to the property, including the premises which are required to protect the physical health, safety or peaceable enjoyment of the residents and guests in the apartment. c. Changes in the amount of rent to cover additional costs in operating the premises, incurred by landlord because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed at the premises, or increased insurance premiums paid for liability, fire or worker's compensation insurance.

Pets: 43. Guest pets are NOT PERMITTED. The tenant shall have no domestic pets of any kind at the premises without the written permission of the landlord. The landlord, even if landlord grants such permission may revoke that permission at any time.

If permission is granted there will be a signed Pet Agreement and the tenant agrees to comply with all local laws or ordinances concerning pets. Tenant understands that the landlord's permission may involve an additional fee and such permission may not be used until additional pet fee that is required by the landlord is paid to the landlord. Tenant also agrees to be responsible for any and all damages done to the apartment whether inside or outside the apartment on the landlord's property caused by the tenant's pet or any other pet belonging to another person. The tenant further agrees that breach of this article of the lease shall be considered a default of the tenant of article 23 and shall be grounds upon which the landlord may terminate the lease under that article upon proper notice.

A picture of the pet and copy of license and vaccinations will be kept on file with the lease and an additional charge of \$0.00 (none) per pet per month will be charged. There will be a \$250.00 non-refundable pet fee.

Returned Checks: 44. It is agreed by tenant and landlord that if a check for any monthly rental, in whole or in part, is returned for any reason whatsoever by the tenant's bank that there will be a charge in the amount of \$20.00 or fee charged by bank whichever is greater, for damages, secretarial and accounting expenses and this amount shall be immediately due as added rent for the month which the returned check was meant to cover. The payment shall be deemed late if returned after the fifth of the month and will be subject to the administrative fee as detailed in paragraph four.

Storage Areas: 45. The tenant agrees not to store furniture, goods for sale, items in need of repair, refuse or garbage, equipment for themselves or others in the basement, garage, or storage shed. The landlord will not be liable for any loss or damage or injury to tenant's property in the storage areas of the premises and the use of those storage rooms are a gratuitous use of the premises which may be permitted with written consent from the landlord and are not a part of the apartment of the tenant.

Motor Vehicles, Mopeds, Boat, Trailers, Motor Cycles 46. The tenant may not maintain any motor vehicles, on the property which are not properly inspected and licensed under state and local laws, or in operating condition and in no event may the tenant maintain more than three vehicles on landlord's property constituting the premises which is under lease. Vehicles must not be repaired at the property. Any fluid leaks will be removed from the driveway or garage and Tenant will pay these costs. In the event that the tenant does maintain such a vehicle contrary to the provisions of this agreement, the landlord is hereby given permission to have such vehicles towed from the premises and the tenant shall be chargeable with any towing charges and other expenses to remove any additional vehicles and such expenses shall be deemed added rent and will be due the first of the next month following such incident. The tenant shall have no boat(s), trailer(s), or motor cycle(s) on the premises; 50cc moped classification excepted. Mopeds or bicycles must be on the driveway or inside the garage. **These may not be brought inside the unit, parked on the porch, sidewalk, patio, or in the side or rear yard.**

Truth in Renting Act (MCL 554. 631 – 641): 48. Landlord and tenant specifically agree that the lease shall not, is not intended or shall be construed to violate any of the provisions of the Act. If any provision of this lease does in fact breach any such act; then, such provision shall be null and void, the other provisions of the lease shall continue to remain in full force and effect as to any violation of applicable law cured by notice pursuant to the terms of the Truth in Renting Act. Tenant shall continue to be bound by all the terms of the lease as modified by such notice.

49. SENIOR CITIZEN INCAPACITY TERMINATION: A Senior Citizen of 62 years of ages or older, as a Tenant who has occupied the premises for more than 13 months may terminate this lease by a 60-day written notice to the Landlord if one of the following occurs: (a) The Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizens housing, as defined by statute, and provides the Landlord with written proof of eligibility. (b) The Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

50. TERMINATION FOR CONTROLLED SUBSTANCES The Landlord may terminate this lease by giving the Tenant a written 7-Day Notice to Quit if the Tenant, a member of the Tenant's household, or other person under the Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. This provision would apply only if a formal police report has been filed by the Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possesses a controlled substance on the leased premises. (For purposes of this subsection) "controlled substance" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211, 7212, 7213, 7214, 7215, and 7216 of Act No. 368 of the Public Acts of 1978, being sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the Michigan Compiled Laws.

51. LEAD-BASED PAINT DISCLOSURE OF INFORMATION: Lead Warning Statement: Housing built before 1978 may contain lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE (initial):

_____ Presence of lead-based paint and/or lead-based paint hazards: Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ Records and Reports available to the lessor: Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee Tenant acknowledges availability of the pamphlet Protect Your Family from Lead in Your Home and agrees to read/download from <http://msu4rent.webstarts.com/uploads/leadpaintbooklet.pdf>

The parties to the lease have reviewed the Disclosure of Information and certify, to the best of their knowledge, that the information they have provided is true and accurate. The signatures at the end of the Lease Agreement are the certification.

RULES AND REGULATIONS

The tenant promises and agrees for himself, the members of his family and his invitees and guests to consult and conform to the rules and regulations governing the demised premises and to any reasonable changes of new regulations that the landlord may deem necessary for the protection of the building and the general comfort and welfare of the occupants of same. Landlord agrees that at such time as certain "common areas" have been erected. Tenant may use said common areas pursuant to rules and regulation now or hereafter at any time promulgated by landlord used in common with other tenants of landlord provided nothing herein shall be deemed to impose upon landlord either any obligation with respect to any fenced or storage areas. Tenant shall abide by all rules and regulations of landlord relating to common areas and tenant shall be responsible for compliance therewith by both members of tenant's household and tenant's invitees. Any breach of any such rule or regulation shall permit landlord to terminate this tenancy on 30 days written notice to tenant.

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside or inside of the demised premises or building without the prior written consent of the landlord.
2. No awnings or other projections shall be attached to or protrude beyond the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the demised premises, without the prior written consent of the landlord.
3. No radio or television antennas or wires shall be erected in or about any part of the premises without the prior written consent of the landlord.
4. The landlord may retain a passkey to the premises. No tenant shall alter any lock or install a new lock or a knocker on any door of the demised premises without the written consent of the landlord, or the landlord's agent. In case such consent is given, the tenant shall provide the landlord with an additional key for the use of the landlord pursuant to the landlord's right of access to the demised premises.
5. No tenant shall allow anything whatever to fall from the windows or doors of the demised premises, nor shall any tenant sweep or throw from the demised premises any dirt or other substances into the ventilators, duct work, crawl space, floor drain, window wells, garage, porches or patio areas of the building.
6. Nothing shall be done in or about the building which will interfere with the rights, comforts, or convenience of other tenants or the neighborhood residents or owners. No musical instruments, radios, television, or electronic device shall be operated in a manner that is disturbing or annoying to other tenants or neighbors, nor shall any disturbing noises be made at any time.
7. Window sills shall be kept free from all personal property.
8. Pouring of grease into sinks or toilets is forbidden. All grease shall be disposed of with garbage in proper containers. Garbage disposal use prohibits disposing of large quantities of foodstuffs, onion skins, fish skins, banana peels, and like kind that will clog and damage the disposal and plumbing. Tenant will pay for the cost of repairs and labor at the time of the damages and repairs. Tenant, at their expense, is to regularly use drain cleaners to keep the plumbing free from clogs.
9. Toilets and other equipment shall be used only for the purposes for which they are constructed. Disposal of toxic waste, controlled substances, illegal substances must not be disposed of by using the toilet or any other equipment, or upon or in the premises or real property of the site. All cost of cleanup or repair will be the responsibility of the tenant and shall be paid by the tenant as added rent or damages.
10. The trees, shrubbery, plantings are a vital and valuable part of the premises and the tenant shall be liable to assessment for damages for any mutilation or defacing thereof for which he is responsible.
11. No equipment may be moved from any part of the building. All equipment must be permanently retained in its original location.
12. The tenant of the person in charge of the articles shall pay for all damages to the building caused by the moving of articles therein.
13. No spikes, hooks, screws or nails shall be driven into the walls or woodwork of the demised premises without the prior written consent of the management.
14. Newspapers, cans, recyclables, and other refuse must be placed in containers provided by tenant. The containers must be kept tightly closed at all times. Such containers must be maintained in accordance with applicable government regulations. At the present time, East Lansing permits the disposal of household refuse. Tenant is to place rubbish container/recycle bins at the curb and return same to inside the garage the day of pickup.
15. The storage of kerosene, gasoline, or other inflammable explosive agencies is prohibited.
16. The parking of commercial vehicles by tenants or their guests within the limits of the landlord's leased premises is strictly prohibited. Additionally, no car repairing or washing or polishing with motorized equipment is prohibited at all times. Improperly parked cars may be removed without notice at tenant's cost.
17. No personal property of any kind, or pets, shall be placed or kept on the lawns, nor such areas be used for lounging, playing or any other activities without the written consent of the landlord.
18. The rules and regulations of the premises shall be at the sole discretion of the landlord. Said rules shall be available upon request from the landlord and are provided as a part of this lease agreement. It is the tenant's sole responsibility to advise himself of said rules and abide by them.
19. No one is allowed on the roof. Nothing can be placed on or attached to the roof, sills, windows, or exterior walls of the apartment, porches, patios, fences, basement, or crawl space. Clothes, linens, or rugs may not be aired or dried from the apartment or on the porches or patios.
20. Tenant must not allow the cleaning of the windows or other parts of the apartment or building from the outside.
21. Bicycles, scooters, skateboards, skates, roller blades, or wheeled vehicles, other than that which is normally used by handicapped persons, may not be kept or used on the porches, patio or yard of the premises.

22. These rules and regulations may be modified, altered, or revised at any time at the sole discretion of the landlord provided, however the extent notice of changes of rules and regulations is required by law, such notice shall be given.

EAST LANSING LEASE 2 PAGE ADDENDUM IS A PART OF THIS LEASE as required by Ordinance 883 of September 17, 1996.

Parking Plan as filed with East Lansing Housing Department is a part of the Vehicle Addendum.

RIDER Additional terms (Addendum) of ____ pages are included or can be made a part of this lease when signed by the tenant and the landlord.

Signature, Effective Date: Landlord and tenant have signed this lease as of the above date located on page one. It is effective when landlord delivers to tenant a copy signed by all parties.

LANDLORD/AUTHORIZED AGENT:	TENANT(S):	_____	Date _____
		_____	Date _____
		_____	Date _____

Leslie K. Watson (Watson Rentals [DBA])

_____ Date _____