

LEASE

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 any 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.

1. THE PARTIES

The parties to this agreement are Tim & Jova O'Brian, hereinafter called "Property Owner", and , hereinafter called "Tenant". In the event that this lease should be signed as Tenant by more than one person, then the liability of the persons signing shall be joint and several. Property Owner hereby lets the following property to Tenant for the term of the agreement: (a) the property located at _____ in the City of Midland, County of Midland, State of Michigan, and (b) the furniture and appliances on said property as described per item on the inventory checklist and furniture checklist.

2. THE TERM

The term of the agreement shall be for _____, beginning on _____ and ending on _____. Notwithstanding anything herein to the contrary, Property Owner shall not be obligated to enter into a new lease or to agree to a continuation of possession on a month-to-month tenancy.

3. RENT

The rental amount for said property shall be _____ (\$ _____) payable at the rate of _____ per month, due to ARRIVE on or before the first day of each month by 8 p.m. at 1506 Sylvan Lane, Midland, Michigan 48640. A TWENTY-FIVE DOLLAR (\$25.00) late charge is due and payable with any rent ARRIVING after the first day of the month. A FIFTEEN DOLLAR (\$15.00) charge is also due and payable when notified of any checks returned to us from your bank for any reason. Both of these charges are due immediately, but WILL be subtracted from security deposit at the end of the term if not paid.

4. OCCUPATION OF PREMISES

No persons, other than the named Tenants and their minor children may reside in said premises without written approval of the Property Owner.

5. UTILITIES

Tenant agrees to pay for all utilities to the premises including gas and electric, cablevision, and telephone. Garbage and trash pickup is paid by the Property Owner through property taxes. Transferring of names on gas, electric and water meters is to DONE ONLY BY PROPERTY OWNERS. In the event that tenant vacates the premises before the end of the lease, Tenant is responsible to maintain gas, electric and water in the property until last day responsible for rent. These three utilities are never to be shut off or transferred to name of Property Owner without written permission.

6. SECURITY DEPOSIT

Property Owner acknowledges receipt of a security deposit in the amount _____ to be held at Chemical Bank & Trust Co., 333 E. Main, Midland, MI 48640 to be returned to Tenant after the termination of the lease, within 30 days after vacating premises, provided that no damage is done and property is returned in the same clean condition received. **Security deposit cannot be used as the last month's rent or for any rent during the term of the lease.** "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 be receiving mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."

7. PROPERTY OWNER'S DUTY TO MAINTAIN PREMISES

Property Owner shall maintain the major items on the premises including: roof; furnace (except changing filters which is Tenant's responsibility); hot water tank; stove; refrigerator; main sewer line tree root removal; electrical (except light bulbs and globes which are Tenant's responsibility); and major plumbing. Tenant may contact necessary maintenance men directly for furnace or hot water tank (names and phone numbers posted on equipment) service if unable to reach Property Owner after a reasonable amount of time and/or and emergency exists

that needs immediate attention. Property Owner maintains insurance on property. Tenant should carry their own insurance for personal property and liability.

8. TENANT'S DUTY TO MAINTAIN PREMISES

Tenant shall weekly dispose of all trash and garbage in a clean, sanitary manner either through normal pickup at curb or taken to the City of Midland Sanitary Landfill at 4311 E. Ashman. Tenant 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 Tenant or guests, Tenant must repair such damage at Tenant's own expense. Upon Tenant's failure to make such repairs, after reasonable written notice by the Property Owner, Property Owner may cause such repairs to be made and Tenant shall be liable for any reasonable expense thereby incurred by Property Owner.

Tenant also agrees to do the following minor maintenance on the premises: mowing, raking and leaf cleanup of lawn; shrub and tree trimming; snow removal from driveway and sidewalks; repair washers on leaky faucets; repair or replace as necessary items needing repair due to loose screws or nails; remove hair from bathroom drains; remove grease from kitchen drains and any other items necessary to maintain property in condition received. Drains and waste lines are acknowledged to be clear at the time of lease. Toilet, kitchen sink, laundry, bathroom sink and bathtub lines are the responsibility of the Tenant. Tenant agrees that he will not put down sewer or drains, the following items: kitty litter or feces from the kitty litter box, throw-away diapers, sanitary napkins or tampons, condoms, Kleenex or other tissue, cigarette butts, grease, oil, kitchen grease and fat, or any other item not intended for such disposal. If any such items are found when sewer must be cleaned for tree roots, Tenant will be responsible for one-half of cost to clear line. Once-a-week testing of smoke detectors and replacement of batteries as necessary is the responsibility of the Tenant. All cracking or breaking of glass, caulking in bathroom and replacement of cracked or broken toilet seats, damage to screens and damage to storm doors, door closures, etc. is the responsibility of the Tenant. Unless notified within seven (7) days of occupancy, it is agreed there are no infestations of pests on premises including, but not limited to, roaches, fleas, mice, rats, bee nests, hornet nests, etc. Cost to eradicate such pests during the term of the lease or within 30 days after termination of lease shall be borne by the Tenant. ABSOLUTELY no plastic or Styrofoam on windows inside or out may be used at any time. It is the Tenant's responsibility to adhere to laws and civil ordinances. Parking is not permitted (by City) on lawns, across sidewalks, or in outlaws. Any maintenance under TWENTY-FIVE DOLLARS (\$25.00) is the Tenant's responsibility.

9. ALTERATIONS

No alteration, painting, tiling, addition, or improvement that would not reasonably be expected in the normal course of habitation of the rental unit and which would cause Property Owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by Tenant in or to the dwelling without prior consent of Property Owner. Walls & Ceilings: Very small nails, tacks, pins, molleys and toggles are permitted, but ABSOLUTELY nothing glued or taped, i.e. contact paper, square hook holders, paper cup holders, toothbrush holders, etc. When vacating, molleys and toggles must be removed, patched and sanded. Property Owner will recover with paint.

10. NOISE

Tenant agrees not to allow on premises or in parking spaces immediately adjoining property any excessive noise or other activity (improper parking, etc.) which unduly disturbs the peace and quiet of neighbors.

11. INSPECTION OF PROPERTY BY OWNER

Property Owner and/ or agent may enter the dwelling unit during reasonable hours for the following purposes: to inspect to see if the Tenant is complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgagees and tenants. Such entries shall take place with the prior notice to Tenant who's consent shall not be unreasonably withheld. If, however, Property Owner or agent reasonably believes that an emergency exists which requires an immediate entry, such entry may be made without Tenant's consent.

12. NOTICES

The address of the Property Owner for purpose of notice under the Truth-In-Renting Act and for all purposes is: 1506 Sylvan Lane, Midland, MI 48640. Telephone 517- 631-4147 or 517-631-7196 answering machine is on-line 24 hours a day.

13. NOTICE OF TERMINATION & SUBLEASING

Violation of any provision included herein may constitute grounds for termination of the lease.

Upon termination of this agreement, tenant shall vacate premises (by 12 Midnight), remove all personal property belonging to Tenant, place all keys issued to Tenant and forwarding address in defrosted freezer, and leave premises as clean as Tenant found them -wear and tear that are reasonably expected in the normal course of habitation are excepted. The beginning of the last month of the agreement is the only time Tenant can give Property Owner a 30-day notice to vacate. ALL notices to vacate MUST be in writing, will become effective the date RECEIVED, and should be mailed to 1506 Sylvan Lane, Midland, MI 48640.

If Tenant must vacate property before the end of the term, Tenant is responsible for the rent and utilities until a suitable replacement tenant can be located either by the Property Owner or by the Tenant. New prospective tenant must have ability to comply with the provisions of this lease. Tenant shall not assign or sublet the dwelling unit without the written consent of Property Owner. If Tenant wishes to be released from lease and a new tenant qualified, Tenant agrees to pay all reasonable expenses to acquire new tenant and reren property , i.e. all advertising costs, minimum fee of ONE HUNDRED DOLLARS (\$100.00) as document preparation and re-renting fee and any other related expenses brought about by Tenant’s desire to be released from all or part of existing lease via subleasing, re-renting, etc. It is agreed these expenses may be subtracted from security deposit.

14. PETS

With the exception of fish in aquariums, pets (commonly dogs, cats, birds, snakes, mice hamsters, guinea pigs, etc.) are not permitted unless noted in this paragraph. Property Owner agrees to accept 1 bird kept in cage. No additional pet is to be taken into the home without PRIOR written approval of the Property Owner. Violation of this clause may result in immediate notice to vacate.

15. ADDENDUM

PROPERTY OWNERS:

TENANTS:

