

**SAMPLE LEASE – FOR REVIEW PURPOSES ONLY**

Building Address: sample

**RENTAL 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 RENTAL AGREEMENT, made this **11 day of October, 2018**, by and between **COMMUNITY RESOURCE MANAGEMENT COMPANY**, ("CRMC"), and **sample**, jointly and severally ("Lessee").

**1. DESCRIPTION OF PREMISES AND LEASE TERM:** CRMC, for and in consideration of the rents to be paid and the covenants, terms and conditions to be performed by Lessee, set forth herein, does hereby rent and lease to Lessee the House/Duplex located at **sample**, East Lansing, Michigan ("Premises"), for the term commencing at 1:00 p.m. on **October 11, 2018**, and ending at 1:00 p.m. on **October 11, 2019** ("Term"). **Under no circumstances will Lessee be able to move into or store personal property at the Premises prior to the commencement date set forth in this paragraph.**

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**2. RENT:** Lessee agrees to pay rent for the Term in paragraph 1 in the amount of **\$SAMPLE**, which is payable as follows:

**a. SCHEDULE:** Rent for each SEMESTER is due and payable, in one check, as follows:

(i) **\$SAMPLE** First Month's Rent (See paragraph 3);

(ii) **\$SAMPLE** **SEPTEMBER sample, 2018**, and if paid by **SEPTEMBER sample, 2018, \$SAMPLE;**

(iii) **\$SAMPLE** **JANUARY sample, 2019**, and if paid by **JANUARY sample, 2019, \$SAMPLE;**

(iv) **\$SAMPLE** **APRIL sample, 2019**, and if paid by **APRIL sample, 2019, \$SAMPLE.**

**b. PAYMENT:** The rent due under paragraph 2.a., shall be paid in **ONE CHECK** or **MONEY ORDER**, made payable to **Community Resource Management Company** and delivered by hand or mailed, with postage pre-paid, to CRMC at **251 West Grand River Ave., East Lansing, Michigan 48823** or such other address as CRMC shall designate in writing. Mailed payments are considered received and paid on the date they are postmarked.

**c. PAYMENT IN ONE CHECK: Rent must be paid in ONE CHECK or MONEY ORDER.** Failure to pay rent in one check will result in a loss of the prepayment discount provided for in paragraph 2.a., regardless of the date that rent is received. Any payment received will be applied equally to all Lessees, unless a different division is set forth in writing on the check or money order.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**d. LATE CHARGE:** If the total rent due under paragraph 2.a. is not received by CRMC on or before the sample day of the month in which rent is due, Lessee hereby agrees to pay a late charge of five percent (5%) of the rental payment. This late charge is additional rent, is immediately due and payable, and is in addition to the loss of discount for prepayment in paragraph 2.a.

**e. RENT ARREARAGE:** Any money received by CRMC, shall be applied in the following order: first to first month's rent, second to security deposit, third to fees due pursuant to the Rental Agreement, fourth to past due rent, fifth to additional rent, and finally to current rent. Any portion of the rent due under paragraph 2.a., or past due rent or additional rent not paid in full on the due date, disqualifies Lessee for the discount for prepayment, will result in Lessee being charged a late charge under paragraph 2.d., and any charges allowed by law.

**f. DISHONORED CHECKS:** A check returned for any reason shall result in a **FORTY (\$40.00) DOLLARS** fee, plus any other charges permitted by law, being charged to Lessee for handling said check. A returned check may also result in the loss of the discount for prepayment under paragraph 2.a., and, in addition, Lessee may be charged a late fee under paragraph 2.d.

**3. FIRST MONTH'S RENT:** a) Lessee agrees to pay CRMC **\$SAMPLE** on **October 11, 2018**, as a **Non-Refundable Payment** to reserve the Premises. Said Payment shall be applied toward Lessee's First (1st) Month's rent. In the event Lessee, for whatever reason, decides not to lease the Premises, fails to pay the Security Deposit pursuant to paragraph 7, fails to pay the Cleaning Fee pursuant to paragraph 8, fails to deliver properly executed Surety Agreement Forms pursuant to paragraph 6, or otherwise breaches the lease, Lessee shall forfeit said Payment to CRMC. CRMC's remedies against Lessee shall not be limited by such forfeiture. In the event that the full amount of the first month's rent is not paid by October 11, 2018, it must be paid within 14 days of signing the lease.

b) In the event an individual Lessee decides not to occupy the Premises and substitutes an approved person in his/her place, the new lessee shall pay a sum equal to the pro-rata share of one month's rent, and the old lessee shall forfeit their share of the first month's rent as an administrative fee. Provided that all necessary signed paperwork and money is turned in to CRMC no later than sample 1, the payment from the new lessee shall be reduced to \$350.00. In the event that a substitution is not completed until after sample 15, 2018, the administrative fee shall increase \$100.00 per day for each day after sample 15, 2018 until everything is turned in and paid. In no event will a substitution be made after the beginning of the Term. If the person being replaced on the lease was previously a tenant with CRMC who obtained the house for the group during the period when housing was only offered to current CRMC residents, lessees shall be responsible for an additional fee of \$1,000.00.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**4. MAXIMUM OCCUPANCY/LICENSEING sample:** Lessee acknowledges that the Premises are subject to East Lansing zoning and building codes and housing regulations restricting occupancy. **The Premises is licensed for and has a maximum occupancy of sample unrelated residents.** Lessee shall not permit more than sample residents to occupy or reside in the Premises at any time. Lessee shall not use the sample as sleeping rooms under any circumstances. Sleeping rooms may only be set up in designated bedrooms.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**5. JOINT AND SEVERAL LIABILITY:** Lessee agrees to be "**Jointly and Severally**" liable for the payment of rent and for the performance of all terms and conditions of this Rental Agreement. Joint and Several liability means that each person who signs this Rental Agreement agrees to be liable for his or her individual share of liability and, in addition, agrees to be liable for the liability of all other persons who sign this Rental Agreement. A judgment entered against one Lessee shall be no bar to an action against the others.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**6. SURETY AGREEMENTS:** Each Lessee agrees that they have had Lessee's parent(s) or guardian(s) sign and return one fully executed Surety Agreement to CRMC on or before the date of signing this Rental Agreement. If any Lessee fails to provide a signed surety agreement before signing this agreement, the Lessee agrees to provide a properly executed surety agreement within fourteen (14) days after signing this lease. If Surety agreements are not timely turned in by all Lessees, CRMC may terminate the lease in its entirety or elect to continue the lease, at CRMC's option. Once Lessee and Surety comply with the terms of the Surety Agreement, the liability of each individual Lessee who has returned such Surety Agreement is limited to a pro-rata share of the total rent, utilities paid by CRMC, and damages. In the event that Lessee does not turn in a Surety Agreement, Lessee Authorizes CRMC to contact Lessee's parents/guardian regarding the Surety Agreement. Lessee agrees that CRMC may provide information regarding any matter concerning the lease to the sureties.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**7. SECURITY DEPOSIT: 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.**

Lessee agrees to pay CRMC **\$SAMPLE** on or before **October 11, 2018**, which sum shall be held by CRMC as a Security Deposit for the faithful performance of all the terms and conditions of this Rental Agreement. CRMC may use this Security Deposit: to pay for all rent in arrearage under this Rental Agreement; to pay for rent due resulting from premature termination of this Rental Agreement by Lessee; to pay for utility bills not paid by the Lessee or paid by CRMC on behalf of Lessee; to pay for reimbursement of any physical damage to the Premises or any property ancillary to the Premises above normal wear and tear. Lessee shall not, under any circumstances, use this Security Deposit as payment of the final month's rent or any rent due under this Rental Agreement. The Security Deposit is secured by a surety bond, written by UNITED STATES FIRE INSURANCE COMPANY and filed with the Secretary of State of Michigan.

Please be advised that notice to CRMC of a forwarding address is effective ONLY when it is given in writing within FOUR (4) DAYS AFTER moving. Notice required under this section shall be made by United States Mail, postage prepaid, registered or certified, and addressed to CRMC at 251 West Grand River Ave., East Lansing, Michigan 48823. The Security Deposit, if not used pursuant to this section, shall be returned to Lessee at one address provided to CRMC in accordance with this provision of the Rental Agreement and Michigan law. Lessee hereby designates and appoints \_\_\_\_\_ to be their house leader and sole lawful agent to receive and distribute any refund of the security deposit and to settle, compromise and negotiate any disputes arising in relation to the security deposit, regardless of who contributed to the security deposit, failed to pay rent, and/or contributed to damages. The refund checks shall be made payable to the aforesaid designated agent only. CRMC is not obligated to allocate the deposit among tenants or to attribute liability for charges against the Security Deposit to individual Lessees. In the event that any Lessee notifies CRMC of any dispute among the Lessees in writing prior to the distribution of the security deposit, the above agent vacates the Premises prior to the expiration of the lease, subleases the Premises, or for any reason within CRMC's sole discretion, then CRMC may issue the refund in one check made payable to all Lessees and sent to one address provided to CRMC as required herein. Notice sent pursuant to this section shall be mailed to 1 address. In the event that CRMC receives more than 1 address, the notice shall be sent to 1 address chosen at the sole discretion of CRMC. Payment shall be made within **THIRTY (30) DAYS** after the expiration of this Rental Agreement or such other time as permitted by law.

Each Lessee who currently leases from CRMC may pay their share of the security deposit on or before sample 15, 2018.

**I have read and understand this paragraph and agree to the appointment of the named security deposit agent:**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**8. CLEANING FEE:** Lessee agrees to pay CRMC **\$SAMPLE** on or before **October 11, 2018**, for the purpose of cleaning the Premises after the end of the Term in paragraph 1. Cleaning of the unit does not include removal or disposal of rubbish, Lessee owned furniture, appliances, or other personal property. The rental unit must be left in reasonably clean condition (broom clean, no personal property left in the unit, yard, parking lot, garage, by trash receptacles, or common areas of the Premises). This cleaning fee is **non-refundable**.

**9. POSSESSION BY LESSEE:** Lessee shall not be entitled to possession of the Premises or any part thereof until all of the following conditions have been satisfied: **(a)** the first month's rent is paid in full; **(b)** the Security Deposit, and Cleaning Fee are paid in full; **(c)** all properly completed and signed Surety Agreement Forms have been received by CRMC; and, **(d)** the Premises have been vacated by the prior occupants. If Lessee shall be unable to occupy the Premises pursuant to paragraph 1 by reason of the holding over of any previous occupant or the result of any cause beyond the control of CRMC, CRMC shall not be liable for any damage to Lessee during such period except that the rent due hereunder shall be prorated.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**10. UTILITIES:** On or before **October 11, 2018**, Lessee shall place in Lessee's name and pay for the services checked below:

- Water/Sewer City of East Lansing – 1-517-337-1731.
- Electricity Board of Water and Light – 1-517-702-6006.
- Natural Gas Consumer's Energy Company – 1-800-477-5050.
- Garbage Weekly pick-up day is **sample**.

CRMC shall be responsible for the services listed above that are not checked. Lessee further agrees to initiate such utility services TEN (10) DAYS prior to the commencement of this Rental Agreement to ensure that there is no interruption in the utility services. CRMC shall not be liable for damages or otherwise, for the failure or interruption of the utility services due to utility company mistakes or equipment, acts of God, extreme weather, war, terrorist activity, or any act or cause beyond CRMC's control. Cable TV, telephone service, Internet service, telephone lines and Internet connections may be installed at Lessee's option and expense in a professional, workmanlike manner. In the event Lessee fails to transfer any of the utilities that are Lessee's responsibility into Lessee's name, CRMC, at its option, may terminate such utility service, or pay for such utility service and assess the amount to Lessee as additional rent, which amount shall be immediately due and payable to CRMC. Neither CRMC, nor any other party is responsible to reimburse Lessee for any portion of any such utilities whatsoever, unless specifically set forth herein. The parties agree that CRMC may pay the final water and/or sewer bill, if any, and deduct such charges from the Security Deposit. Lessees agree to reimburse CRMC and hold it harmless from any and all charges for the water/sewer service to the Premises during the term of this lease, regardless of whether the city bills CRMC after the security deposit has been finalized or not. Lessee shall be responsible to terminate utilities in Lessee's name at the end of the lease term. CRMC is not responsible for the cost of any utilities charged to Lessee after the expiration of the lease. **LESSEE AUTHORIZES CRMC TO PROVIDE ANY INFORMATION NECESSARY TO ANY UTILITY COMPANY PROVIDING SERVICE AT THE PREMISES TO HAVE THE UTILITY TURNED ON IN A LESSEE'S NAME.**

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**11. APPLIANCES:** The Premises includes at least one (1) refrigerator and One (1) stove. If Lessee installs a window or portable air conditioning unit on the Premises, it may only be installed between April 1 and October 31, and all screens, windows, and storm windows must be reinstalled when the air conditioner is not installed.

**12. CONDITION OF PREMISES-INVENTORY CHECKLISTS:** Lessee acknowledges receipt of TWO (2) blank copies of a Commencement Inventory Checklist. Lessee shall fill out both checklists and return one to CRMC within **TWENTY-FOUR HOURS** after Lessee takes possession of the Premises. Except for those items specifically noted by Lessee on said checklist, Lessee hereby accepts the Premises and the appliances and furnishings therein in good condition. The inventory checklist is solely for the purpose of assessing the condition of the Premises and damages and is not a warranty or promise by CRMC that any item listed thereon will be provided or repaired by CRMC. At the termination of Lessee's occupancy, CRMC shall complete a termination inventory checklist listing all the damages CRMC claims were caused by the Lessee. The parties agree that CRMC may video the Premises at the end of the lease, and the video shall constitute CRMC's move out inventory checklist. CRMC will provide one (1) copy of the video to Lessee at no charge, upon request of the security deposit agent identified in paragraph 7 above. Additional copies will be provided at the cost of \$10.00 per copy.

**IN ACCORDANCE WITH THE PROVISIONS OF MCL §554.608, THE PARTIES AGREE THAT LESSEE SHALL TURN IN THE INVENTORY CHECKLIST WITHIN 24 HOURS AFTER KEYS ARE RECEIVED BY ANY LESSEE, OR LESSEES FIRST TAKE OCCUPANCY, AND NOT THEREAFTER.**

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**13. DELAYED MAINTENANCE:** Due to the nature of student rentals and the fact that the majority of CRMC's rental units turn over in May or August, some **non-essential maintenance** may be delayed for up to **ONE MONTH** after the start of the Term of this Rental Agreement.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**14. REPAIRS:** CRMC agrees to make all repairs/improvements to the Premises, which, in CRMC's sole discretion are necessary, or which are required by law. CRMC may make such repairs without first giving notice to Lessee. CRMC shall have a reasonable time within which to make any repairs to the Premises. Lessee shall notify CRMC of any problem at the premises no later than the next business day after the problem arises. It is expressly agreed and understood that whenever such repairs are delayed because of factors beyond the control of CRMC, the obligations of Lessee to CRMC shall not be affected whatsoever, nor shall any claim accrue to Lessee against CRMC, its agents or assigns, by reason thereof, except in the event that the entire Premises or any portion thereof are deemed to be uninhabitable by CRMC, or determined to be uninhabitable by a court of competent jurisdiction, then rent shall be proportionately abated during such term of uninhabitability. CRMC may, at CRMC's option, provide Lessee with alternative housing at CRMC's expense during such term that the Premises is uninhabitable, without an abatement in the rent during the term that the alternative housing is available. **THE EMERGENCY NUMBER FOR AFTER HOURS MAINTENANCE IS (517) 420-5567.**

**15. CARE AND MAINTENANCE OF THE PREMISES:** Lessee agrees to maintain the Premises in a safe, locked, secure, and habitable condition at all times. Lessee agrees not to cause or permit any trash accumulation, waste, misuse or neglect of the Premises or any furnishings or appliances therein provided by CRMC. Lessee agrees to pay for all damages so caused by anyone, including but not limited to, Lessee, guests, invitees, trespassers, and any incident of random criminal trespass. The filing of a police report will not relieve Lessee of responsibility for damages. Repairs will be performed by CRMC and charged to Lessee as additional rent. It is expressly understood and agreed that whenever such repairs are delayed for any reason, the obligation of Lessee to CRMC shall not be affected whatsoever, nor shall any claim accrue to Lessee against CRMC, its agents or assigns, by reason thereof. **DAMAGE TO THE PREMISES INCLUDES INSTALLATION OF A SATELLITE DISH WITHOUT CRMC'S PRIOR PERMISSION. UNDER NO CIRCUMSTANCES MAY A SATELLITE DISH BE ATTACHED TO THE ROOF.**

Lessee agrees to be responsible for a pro-rata share of the cost of any and all repairs, maintenance, cleaning and upkeep to the common areas, which amount is deemed to be additional rent. If CRMC determines that any such damage occurred as a result of the actions of Lessee, Lessee's guests or a party at Lessee's apartment, Lessee agrees to be responsible for the full charges of such damages.

**16. INFESTATION:** CRMC agrees to treat the Premises for pests prior to the commencement of the lease. Lessee agrees that if an infestation develops during the term of this lease, Lessee shall be responsible for all costs of treatment of such infestation. **In the event of an infestation, Lessor has sole discretion to select the company to treat the infestation, and the method of treatment. Lessee is responsible to immediately notify Lessor of any infestation.**

**17. ACCESS TO PREMISES:** CRMC shall have the right to enter the Premises during reasonable business hours upon reasonable notice to Lessee to examine the Premises, to inspect the Premises, to perform repairs, improvements and maintenance, and to show the Premises to prospective tenants. Lessee agrees that delivery of written notice to the Premises or by email to the House Leader at least 12 hours prior to entry shall be sufficient, reasonable notice. CRMC need not give notice under this paragraph if a Lessee requests repairs be completed. Lessee agrees to permit prospective tenants reasonable access to the Premises during the rental season. In the event of an emergency, CRMC shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

**18. PAINTING:** CRMC paints at its sole discretion. CRMC will paint when there have been repairs due to wall damage, which includes, but is not limited to: holes, dents, smoke damage, beverage/food stains, scuff marks, bare patches, pencil/pen marks, graffiti, pulled drywall skin, paint in a non-approved color, bad paint job by Lessee or Lessee's agent, poster putty or any type of tape residue left on walls, ceilings or doors. Therefore, CRMC and Lessee agree on the following terms for interior painting after Lessee vacates. (1) CRMC will pay all the costs for necessary painting after three years of occupancy. (2) Lessee will pay half the costs of necessary painting after two years of occupancy. (3) Lessee will pay all costs of necessary painting after one year of occupancy. These guidelines do not include costs to repair damaged walls or ceilings, Lessee will be responsible for those additional costs, if applicable. Lessee may paint bedroom walls only, in a single color per room, provided Lessee uses one of CRMC's approved paint colors (a palette is available at the office) and obtains the paint from CRMC's approved supplier. If Lessee paints, Lessee is responsible to purchase the paint and supplies. Lessee may NOT PAINT CEILINGS, FLOORS, TRIM, DOORS, OR COMMON AREAS SUCH AS LIVING ROOM, DINING ROOM, KITCHEN, BASEMENT, ATTIC AND BATH. If Lessee paints any part of the Premises other than bedroom walls without prior written permission, or fails to comply with color and supplier requirements, Lessee agrees to pay the cost to repaint to CRMC's standard color. Lessee will use drop cloths and immediately remove any spills, spatters, and any paint on any surface other than the surface being painted. Lessee agrees to be responsible for all costs incurred to remove any and all paint stains or to replace any stained item. All costs pursuant to this section shall be deemed to be additional rent. Charges for painting shall be calculated at the rate of \$1.00 per square foot of floor space for the room in which the walls are located, plus the cost to repair damage to walls. **PAINTING IN AN APPROVED COLOR DOES NOT RELIEVE LESSEE FROM THE RESPONSIBILITY FOR PAINT CHARGES NECESSARY TO REPAIR DAMAGED WALLS. BARE PATCH MATERIAL CONSTITUTES DAMAGE TO THE WALLS. IF A ROOM IS ALREADY PAINTED IN AN APPROVED CRMC COLOR, LESSEE ACKNOWLEDGES THAT CRMC DOES NOT HAVE AN OBLIGATION TO CHANGE THE COLOR.**

I have read and understand this paragraph: \_\_\_\_\_

**19. GRASS CUTTING, SNOW SHOVELING, LEAF RAKING:**

a) **GRASS CUTTING:** CRMC agrees to mow the lawn in accordance with City Ordinances. CRMC shall not be responsible for the personal property of Lessee left in the yard. If Lessee does not clean up pet feces, Lessee shall be responsible for grass cutting.

b) **LEAF RAKING:** Lessee agrees to rake and remove the leaves from the yard and around shrubs. The Premises shall be kept free of leaves throughout the year. In the event that Lessee does not rake the yard at the end of the lease, by the last date for leaf pick up by the City, or immediately upon notice from the City, CRMC may rake the yard, without giving prior notice to Lessee. Lessee agrees to pay a minimum of \$50.00 or the actual charges, whichever is greater, for each time CRMC rakes leaves, which amount shall be deemed to be additional rent.

c) **SNOW SHOVELING:** Lessee agrees to be responsible for and remove all snow and ice from city sidewalks pursuant to City of East Lansing ordinances. In the event that Lessee fails to remove snow and ice from the city sidewalk, CRMC may remove such snow and ice, without prior notice to Lessee and charge Lessee the cost of such removal. In order to prevent Lessees from getting tickets for violating City Ordinances, CRMC will remove new fallen snow and ice from the city sidewalks during Thanksgiving Break (11-28-2019 to 12-01-2019) Christmas break (12-06-2019 to 01-05-2020) and Spring Break (02-28-2020 to 03-08-2020). CRMC agrees to remove new snow falling during those time periods in accordance with the requirements of East Lansing ordinances.

d) **EQUIPMENT:** CRMC shall supply Lessee with a snow shovel and leaf rake, which will be on the Premises at the time Lessees move in. If the rake and/or shovel are not present when Lessee moves in, Lessee shall obtain a rake and/or shovel from CRMC's office. Lessee will be charged \$25.00 for each rake and/or shovel that is not left at the Premises.

I have read and understand this paragraph: \_\_\_\_\_

**20. ACTS OR OMISSIONS OF OTHERS:** CRMC shall not be liable to Lessee for any loss or damage caused by the acts or omissions of other Lessees, their guests or invitees, or trespassers.

**21. RENTER'S INSURANCE:** Lessee's personal property is not insured by CRMC from loss or damage due to any reason. CRMC, therefore, strongly recommends that Lessee obtain RENTERS INSURANCE covering Lessee's personal property or confirm that there is coverage under your parent's homeowners insurance.

I have read and understand this paragraph: \_\_\_\_\_

**22. PROPERTY DAMAGE:** If the Premises is damaged by fire or other causes, including acts of God, terrorists or the elements, CRMC may repair the Premises and Lessee shall continue to be bound under this Rental Agreement or, in CRMC's sole discretion, CRMC may declare this Rental Agreement null and void in full or in part.

**23. ASSIGNMENT AND SUBLEASING BY LESSEE:** Lessee agrees not to sublet or assign Lessee's interest in the Premises, in whole or in part, unless approved in writing by CRMC. No sublease or assignment shall become effective until such sublessee or assignee provides a completed application form, has been approved by CRMC, and has signed (a) an assignment form approved by CRMC, or (b) a Sublease Agreement provided by CRMC. No sublease for the entire year, or for the entire term of any extension hereof, will be approved. If the Lessees signing this Rental Agreement are all of the same sex, CRMC will not approve a sublease to a member of the opposite sex unless all other Lessees and previously approved sublessees, if any, agree to the sublease in writing. Lessee remains responsible to CRMC even if they have a sublessee. In the event any Lessee or agent of any Lessee takes any action to prevent a replacement tenant from moving in, the remaining lessees shall be responsible to pay that person's portion of the rent, regardless of whether Lessees have turned in a Surety Agreement in accordance with Paragraph 6, above.

**24. POSSESSION/HOLD OVER BY LESSEE:** Lessee shall, upon the termination or expiration of this Rental Agreement, return possession of the Premises to CRMC. If Lessee remains in possession of any part of the Premises after the expiration of the Term in paragraph 1, this Rental Agreement shall continue, in CRMC's sole discretion, in full force and effect on a month-to-month basis or a prorated daily basis. CRMC may elect to terminate the tenancy and proceed with an eviction. It is specifically agreed that Lessee shall remain in possession until all keys to the Premises have been returned and presented to CRMC. CRMC, at its option, may accept verbal notice from any Lessee that all Lessees have completely moved out, without receiving all keys. The parties acknowledge that the time period after expiration of the Rental Agreement is necessary for CRMC to prepare the Premises for new tenants, such time is at a premium, and it would be virtually impossible to determine the actual increase in expenses to CRMC to prepare the Premises in a shorter time frame. The parties agree that for any period that Lessee retains possession of the Premises after the expiration of this Rental Agreement rent shall be computed at the rate of \$250.00 per day, or \$100.00 times the maximum number of occupants as set forth in paragraph 4 above, per day, whichever is higher, regardless of the number of Lessees that remain in possession. In the event that any Lessee signs a lease to be a Lessee at sample for a lease beginning in 2019, Lessees agree to permit CRMC to perform any and all repairs, maintenance and painting ("Repairs") to the Premises, which are necessary or appropriate, in CRMC's sole discretion, during the month of sample of this lease.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**25. PERSONAL PROPERTY:** At the end of this Rental Agreement, Lessee shall remove all of Lessee's personal property from the Premises. Personal property includes but is not limited to all food, dishes, silverware, clothing, personal effects, bikes, grills, mattresses, box springs, couches, and other furniture and appliances, not owned by CRMC. If personal Property is left by the prior year's residents, and Lessee does not contact CRMC within 7 days after Lessee moves in, the personal property becomes Lessee's personal property and shall be the responsibility of Lessee at the end of the Rental Agreement. In the event Lessee fails to remove Lessee's personal property, this personal property shall be considered abandoned. CRMC may dispose of this abandoned property for Lessee in any manner that CRMC sees fit, and Lessee agrees to reimburse CRMC, as additional rent, CRMC's disposal costs as follows: (a) **FIFTEEN (\$15.00) DOLLARS** per bag removed, and (b) **FIFTY (\$50.00) DOLLARS** for each large item, such as couches, chairs, desks, charcoal grill, lamps, and any item that does not easily fit into a trash bag. The charges for such services shall be deemed to be additional rent. Lessee agrees to release and hold CRMC harmless from any claim for any loss of or to any property left on the Premises by prior tenants for use by Lessee, for any loss of or to any property that Lessee may store on the Premises prior to the commencement of this lease, and for loss of or to any property that Lessee may leave at the Premises after termination of this lease.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**26. PLUMBING/WATER LEAKS:** The kitchen sink, garbage disposal, bathroom sink(s), toilet(s), all drain pipes, and other plumbing fixtures shall not be used for any purpose other than those for which they were designed. Do not throw or flush foreign objects into plumbing fixtures and drains. Foreign objects include but are not limited to: condoms, cleaning wipes, paper towels, dirt or stones, trash or rubbish, sanitary napkins or tampons, hair accessories, dental floss, toothpaste caps, razors, Q-tips, toothpicks, cigarettes, grease and excessive amounts of food or any other improper material or article. Lessee is responsible for maintaining sinks, toilets, drains and pipes free of clogs that are due to the negligence of Lessee. The cost of the removal of foreign objects and these clogs will be charged to Lessee. Any damage that results from the misuse of such facilities by Lessee shall be paid for by Lessee as additional rent. **This provision does not subject Lessee to the cost of major repairs to the sewer system that are not the fault of Lessee.** In addition, Lessee shall notify CRMC of any dripping faucets, running toilets or water leaks of any kind. Lessee shall be responsible for damages and/or charges caused by delay in notifying CRMC of such water leaks. Running or dripping water, a running toilet, if left unchecked, could cost Lessee hundreds of dollars in excess water bills. Lessee agrees to keep exterior drains free and clear of any blockage, including leaves, litter, trash or other material, as such blockage may cause flooding in the Premises.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**27. SMOKE DETECTORS:** CRMC shall provide a smoke detector for each room of the Premises except the kitchen and bathrooms. Upon moving into the Premises please check and ensure that all smoke detectors are present and working. In the event a smoke detector does not work or beeps, Lessee shall call the office to have the battery replaced. **IF THE BEEPING IS IGNORED AND THE BATTERY DIES,** the battery is removed from the smoke detector, or if the smoke detector is damaged, disabled, removed from its mounting, or missing, Lessee shall be charged \$45.00. The parties agree that with material costs, labor costs, and overhead, it is impossible to determine the exact charge for such repairs, and agree to the foregoing sum as liquidated damages for any condition that disables a smoke detector.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**28. FIRE ALARM SYSTEMS:** If the Premises has an automated fire alarm system, Lessee agrees that Lessee shall not cause or permit any damage to or misuse of the fire alarm system. Lessee shall be responsible for payment of all costs and expenses for repairs related to the fire alarm system, including monitoring fees, phone lines for monitoring, inspection fees and maintenance costs, except in the case of CRMC's failure to perform or negligent performance of a duty imposed by law. All maintenance and repair work shall be performed by a licensed alarm system contractor of CRMC's choice, and at CRMC's sole direction. Lessee shall pay all charges assessed and/or billed by any governmental agency for each and every activation of the fire alarm not related to an actual fire emergency, regardless of whether the alarm was activated intentionally, negligently or otherwise. CRMC may pay such charges and such charges shall be immediately due and payable to CRMC as additional rent. Lessee also agrees to pay CRMC a minimum fee of \$75.00 for each false alarm to reimburse CRMC's expenses incurred in responding to false alarms.

**29. CODE VIOLATIONS/FINES OR PENALTIES IMPOSED:** Lessee shall not violate the laws of any city, state, municipality or other governmental authority and, in particular, the zoning, building or housing codes of the City of East Lansing. Lessee shall be responsible for any and all code violations caused by the action or inaction of Lessee, its guests or invitees. Lessee agrees to pay any fines, inspection fees, re-inspection fees, or penalties that are imposed, in CRMC's name or otherwise, as a result of Lessee's violation or non-performance of any term or condition in this Rental Agreement. CRMC may pay any and all such fines and costs without contesting any such ticket, and without impairing CRMC's right to reimbursement from Lessee. This includes all fines or penalties issued for any violation of this paragraph, or Lessee's failure to perform or improper performance of any requirement of this Rental Agreement. Lessee further agrees that any such fine or penalty paid by CRMC on behalf of Lessee will be considered additional rent and is immediately due and payable. In addition, Lessee agrees to reimburse CRMC for actual attorney fees, court costs, and other expenses incurred in defending CRMC and/or Lessee for such code violations. Such reimbursement is deemed to be additional rent and is immediately due and payable. In the event of a request for information for the issuance of any ticket by any governmental entity, Lessee authorizes CRMC to release any information in CRMC's possession to such governmental entity. In addition, Lessee shall be liable to CRMC as follows:

**a. OVER OCCUPANCY:** Lessee shall not under any circumstances permit or engage in the over-occupancy or over-crowding of the Premises. This means that no one other than the individuals that sign this Rental Agreement may live or reside in the Premises unless a Sublease Agreement has been endorsed by CRMC. (Please refer to paragraph 4 of this Rental Agreement and the City of East Lansing Addendum attached hereto.) In the event Lessee violates this subsection, Lessee shall be responsible for any and all tickets issued to CRMC. In addition, Lessee agrees to reimburse CRMC for actual attorney fees, court costs, and other expenses incurred in defending CRMC and/or Lessee incurred in connection with the issuance of these tickets. **FINES FOR TICKETS LISTED IN THIS SECTION CAN BE AS HIGH AS \$1,000.00 PER DAY FOR CONTINUING VIOLATIONS.**

**b. ILLEGAL USE OF BASEMENTS OR ATTICS:** The use of the basement or attic as a sleeping room or living area is regulated by City of East Lansing ordinances. The basement and attic in your residence **ARE NOT** to be used as a sleeping room or living space under any circumstances, unless specifically permitted by paragraph 4 of this Rental Agreement and the City of East Lansing Addendum attached hereto. In the event Lessee violates this subsection, Lessee shall be responsible for any and all tickets issued to CRMC. In addition, Lessee agrees to reimburse CRMC for actual attorney fees, court costs, and other expenses incurred in defending CRMC and/or Lessee in connection with the issuance of these tickets. **FINES FOR TICKETS LISTED IN THIS SECTION CAN BE AS HIGH AS \$1,000.00 PER DAY FOR CONTINUING VIOLATIONS.**

**c. NUISANCE/PARTY/NOISE VIOLATIONS /PARTY NOISE:** Lessee shall not have gatherings or parties that disturb neighbors or create excessive noise such that it disturbs other Lessees, neighbors or the neighborhood or violates any law or local ordinance. (Please refer to the City of East Lansing Addendum attached hereto.) In the event Lessee violates this subsection, Lessee shall be responsible for any and all tickets issued to CRMC. In addition, Lessee agrees to reimburse CRMC for actual attorney fees, court costs, and other expenses incurred in defending CRMC and/or Lessee incurred in connection with the issuance of these tickets. Tickets include: Civil Infraction Noise, Civil Infraction Party Noise, Misdemeanor Noise, and Misdemeanor Noise Party. **FINES FOR TICKETS IN THIS SECTION CAN BE AS HIGH AS \$1,000.00 AND/OR REQUIRE A MINIMUM OF 3 DAYS IN JAIL FOR A SINGLE VIOLATION.**

**d. DRIVING/PARKING ON THE LAWN:** Lessee shall not park on or drive across the lawn at any time. In the event Lessee drives across the lawn, parks outside of the designated parking areas, or any part of the vehicle is outside of the designated parking area, Lessee shall pay a minimum of \$75.00 and the actual costs of repairing the lawn, whichever is greater, Charges shall be assessed for each time that CRMC staff finds a vehicle parked or extended outside of the designated parking area or any new evidence of driving across the lawn. Lessees shall be responsible for any and all tickets issued for driving and/or parking on the lawn and all charges for alterations or modifications required by the City as a result of any parking or driving on the lawn at the leasehold Premises. **FINES FOR TICKETS LISTED IN THIS SECTION CAN BE AS HIGH AS \$500.00.**

**e. LITTER/IMPROPERLY CONTAINED OR STORED TRASH:** Lessee agrees to keep the Premises free of litter and improperly contained or stored trash of any kind at all times pursuant to City of East Lansing Codes. Lessee's trash must be stored in accordance with the East Lansing Ordinances in effect during the term of this lease. Current requirements include that trash stored outside must be contained in a rigid container, and placed in the rear of the Premises or on the side of the residence behind the halfway point of the residence. **Do not store trash or trash containers in the front of the Premises.** Trash containers (EZ Carts) must not be placed at the curb any earlier, nor left at the curb any later than the times permitted by City Ordinance, currently 8 p.m. on the day before and 10:00 a.m. on the day after trash is scheduled to be picked up. Trash placed at the curb must be contained in the East Lansing EZ Cart or in East Lansing trash bags. If CRMC observes litter or improperly contained or stored trash or containers improperly placed or left at the curb on the Premises or receives notice of litter or improperly contained or stored trash, CRMC may remove the litter or improperly contained or stored trash from the Premises without notice to Lessee and may charge Lessee a **minimum of \$40.00** for the costs of such removal. Lessee is responsible for actual costs to replace damaged/missing containers. **FINES FOR TICKETS LISTED IN THIS SECTION CAN BE AS HIGH AS \$500.00.**

**f. OUTDOOR FURNITURE:** The only furniture allowed for outdoor use is patio furniture or furniture specifically designed for outdoor use. Lessee shall not use or store any furniture outside of the residence that is not classified as outdoor furniture, pursuant to City of East Lansing Ordinances. Any furniture designed for indoor usage is not permitted for outdoor use. If CRMC observes non-outdoor furniture on the leased Premises, CRMC may remove and dispose of the non-outdoor furniture without notice to Lessee. CRMC may charge a **minimum of \$50.00** for the cost of such removal and disposal, which amount is additional rent. If Lessee sets up a pool or horseshoe pits, they must be in the back yard, and Lessee shall be responsible to repair the yard, including any re-seeding of the Premises. **FINES FOR TICKETS LISTED IN THIS SECTION CAN BE AS HIGH AS \$500.00.**

**g. REINSPECTION.** Lessee agrees to pay CRMC the sum of \$175.00 for each re-inspection of the Premises if any one or more of the following circumstances occur: 1) Lessee elects to perform the repairs to the Premises in preparation for the inspection rather than permit CRMC to perform repairs. 2) There is an infraction that requires re-inspection that the City deems to be a tenant issue. 3) Damage occurs to the Premises after CRMC performs repairs in preparation for such inspection.

**h. VIOLATION.** A single violation of this section may be deemed a serious violation and a material noncompliance with this Rental Agreement and substantiate good and justifiable cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall be by a preponderance of the evidence.

**PENALTIES FOR TICKETS ARE SUBJECT TO CHANGE AND MAY BE FOUND ON THE CITY'S WEB SITE AT <http://cityofeastlansing.com/>**

**I have read and understand this paragraph, §§a., b., c., d., e., f., g, and h.:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**30. ANIMALS:** Lessee acknowledges and agrees that no animal, bird or reptile shall be kept in or about the Premises without the prior written consent of CRMC. Lessee acknowledges that the Premises will be subject to unreasonable wear and tear if a pet is on the Premises. In the event CRMC permits Lessee to keep an animal, or finds evidence of an animal on the Premises, regardless of the amount of time that the animal has been on the premises, Lessee agrees to pay additional rent in the amount of \$500.00. Lessee will also be strictly liable for the repair of any damages to the Premises, including, but not limited to, steam cleaning or replacing carpets, treatment for fleas and other insects, and any and all physical damages to the Premises, which will be deducted from Lessee's Security Deposit. If a pet is permitted, Lessee shall comply with all applicable City Ordinances, including the types of pets permitted, the maximum number of pets, and the pet may not be chained in the front yard. Under no circumstances will dogs be allowed in apartments.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**31. DEFAULT:** Lessee's failure to perform any of Lessee's obligations under the terms and conditions of this Rental Agreement shall constitute a default. Lessee's failure to pay any installment of rent when due shall constitute a default and CRMC may impose a late charge pursuant to paragraph 2.d. If default occurs, CRMC may, at its option, terminate this Rental Agreement and regain possession of the Premises in accordance with applicable law. If Lessee shall be absent from the Premises for a period of five consecutive days while in default, Lessee shall, at CRMC's option, be deemed to have abandoned the Premises. Recovery of the Premises by CRMC shall not relieve Lessee of any obligation under this Rental Agreement, and upon default, CRMC shall be permitted to accelerate the rent due throughout the Term of this Rental Agreement and demand immediate payment thereof, provided, however, that Lessee may not be liable for the total accelerated amount of rent due because of CRMC's obligation to mitigate damages through attempted re-renting of the Premises. Lessee agrees that acceptance of partial rent payments by CRMC after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless CRMC agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by CRMC except to reduce Lessee's obligation to CRMC by the amount of such partial payment. In the event of default, it is understood that either party has the right to have a court of law determine the actual amount due and owing the other. **IF LESSEE FAILS TO PAY ANY AMOUNT DUE, OR FAILS TO PERFORM ANY OBLIGATION REQUIRED BY THIS RENTAL AGREEMENT CRMC MAY PAY SUCH AMOUNT, OR PERFORM SUCH OBLIGATION AND SUCH AMOUNT, OR THE CHARGE FOR SUCH SERVICE SHALL BE DEEMED TO BE ADDITIONAL RENT. CRMC AT ITS OPTION MAY DEMAND IMMEDIATE PAYMENT THEREOF, OR MAY ELECT TO CARRY SUCH AMOUNT AND DEDUCT IT FROM THE SECURITY DEPOSIT.** The parties irrevocably agree that any action based on or arising out of this Rental Agreement may be brought in any state or federal court that is located in, or whose district includes, the city where the rental property is located, and that any such court shall have personal jurisdiction over Lessee for purposes of that action.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**32. USE OF PREMISES:** The Premises shall be occupied and used exclusively for residential purposes and exclusively by the undersigned Lessees. The Premises shall not be used for any other purpose or by any persons not a party to this Rental Agreement. While Lessee is in compliance with all the terms and conditions of this Rental Agreement, Lessee shall be entitled to the quiet use and enjoyment of the Premises, provided, however, that Lessee shall not interfere with the quiet use and enjoyment of the Premises, or any part thereof, by other Lessees. Lessee shall, in particular, comply with the following:

- (a) Lessee shall observe all regulations of any insurance underwriters concerning the use and condition of the Premises regarding the reduction of fire hazards and other insurable risks. Lessee shall not store, keep or use in or around the Premises any flammable liquid, explosive or like substance of any kind. In addition, Lessee shall not, under any circumstances, store anything within FOUR (4) FEET of the furnace or water heater within the Premises. If there is a fireplace in the Premises, Lessee shall not use the fireplace, if any, and shall not install a fire pit on the premises. No pools over 30 inches in height or trampolines may be set up at the Premises. No live Christmas trees may be set up on the Premises.
- (b) Lessee may not go on to the roof for any purpose. A single violation of this provision may be deemed a serious violation and a material noncompliance with the Rental Agreement and substantiate good and justifiable cause for termination of tenancy. CRMC notes that the City of East Lansing is considering an ordinance that would make use of a roof a criminal violation.
- (c) Grills must be stored at least 10 feet away from the Structure. They may not be stored inside the Premises, on the porch or deck.
- (d) Vaping is prohibited. Vaping damages smoke detectors and can set off alarm systems. Lessees shall be responsible for all costs arising from vaping on the Premises.
- (e) No musical instruments, radios, televisions, stereos, CD players or other electronic or audio equipment shall be operated in a manner that is disturbing or annoying to other Lessees, nor shall any disturbing noises be made at any time. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Lessee on the outside of the building.
- (f) The entrances, corridors, passages, stairways and elevators shall not be obstructed or used by the Lessee for any purpose other than ingress or egress to and from the Premises. Lessee shall not park or store any property, including, bicycles, mopeds, sleds, or other like equipment in front of the Premises or in passageways. Personal property shall be parked and stored only in designated areas.

(g) Lessee shall make no alterations, including but not limited to locks, bolts or latches, decorations, additions or improvements in or to the Premises without the prior written consent of CRMC. All alterations, additions or improvements upon the Premises, made by either party, shall, in CRMC's sole discretion, become the property of CRMC. Lessee agrees that they will not put spikes, screw-in hooks, large nails, plastic or metal anchors, or other large fasteners into or affixed to any wall or woodwork without the prior written consent of CRMC, and agree that, by reason of their agreement, such action is NOT normal wear and tear. CRMC recommends the use of removable fasteners, which do not make holes in or mar the walls or woodwork. **No alterations may be made to the electrical system unless a permit has been issued by the appropriate governmental agency and CRMC has provided prior written consent to the change.**

(h) Waterbeds or extremely heavy articles shall not be placed in the Premises without the prior written consent of CRMC.

(i) Lessee shall properly operate the garbage disposal, allowing cold water to run for at least two (2) minutes to flush shredded waste material. Lessee shall not permit foreign objects, including, shot glasses, bottle caps, spoons, forks, sponges, cigarette butts, etc. in the garbage disposal.

(j) Lessee agrees not to engage personally or permit any unlawful activities on the Premises. Lessee, any member of Lessee's household or guest or other person under Lessee's control shall not engage in any act intended to facilitate criminal activities and acts of violence, including, but not limited to, the unlawful discharge of firearms on or off the Premises, acts of violence that damage or destroy the dwelling unit or disturb or injure other residents or others in the unit, common areas or on the grounds.

(k) Lessee shall not violate the laws of any state, city, municipality or other governmental unit regarding the use of controlled substances or the use of alcohol by minors. Lessee shall not knowingly permit any member of Lessee's household, or a guest or other person under Lessee's control to engage in drug related criminal activity, in the unit, in the common areas, or on the grounds of the Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession, with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

(l) Lessee shall maintain the Premises in a clean and habitable condition. No food, drink, dirt, boxes, bags, dirty clothing, bottles, cans, or refuse of any sort shall be permitted to accumulate on the Premises. If Lessee fails to maintain the Premises in a clean manner, CRMC may, at its option, clean the Premises and assess the charge for such cleaning to Lessees as additional rent, which shall be immediately due and payable, or proceed with an eviction pursuant to paragraphs 32(k) and 31.

(m) Lessee shall leave the heat set to a minimum of 60° during the months of October through March, and at any time that the outside temperature is less than 32° Fahrenheit (0° Celsius), including, but not limited to during any vacation or break time. Failure to comply with this provision may result in damage to pipes in the Premises, damage to personal property and damage to the building. Lessee is responsible for any and all damages occurring as a result of violation of this provision, including, but not limited to increased utility expenses, damage to real and personal property, lost rent, alternate housing costs, and any and all consequential damages.

(n) A single violation of the above provisions may be deemed a serious violation and a material noncompliance with the Rental Agreement and substantiate good and justifiable cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall be by a preponderance of the evidence.

**33. MOLD:** The parties acknowledge that there are no set standards in relation to levels of mold or mold spores, and the only way to control mold is to control moisture in the Premises. Upon reasonable request by Lessee, CRMC agrees to test the moisture level in the unit, up to one time every three (3) months. The parties agree that the moisture level in the home shall be not less than 40%, nor more than 70% relative humidity. In the event that the moisture level is outside of the range provided herein, the parties agree to cooperate to adjust the moisture level in the Premises, including, but not limited to by CRMC providing dehumidifiers, repairing leaks, and otherwise. Lessee agrees that that they will run dehumidifiers provided by CRMC, bathroom fans, stove fans, will report water leaks, and take other steps as necessary. Lessee represents that Lessee has no special susceptibility to mold, and that Lessee accepts the Premises in its current condition and hereby waives any claim of any nature whatsoever in relation to any mold on the Premises. Lessee agrees to protect, indemnify and hold CRMC harmless from and against any and all loss, expense, damage or liability, including actual attorney's fees and expenses of litigation, arising out of any claims related to mold, no matter how caused, except in the case of CRMC's failure to perform or negligent performance of a duty imposed by law.

**34. ALTERATION OF RENTAL AGREEMENT BY CRMC:** Pursuant to MCL §554.633, CRMC may not alter this Rental Agreement except by giving Lessee THIRTY (30) DAYS written notice for: (1) changes required by federal, state, local law or rule or regulation; (2) changes in rules relating to the property which are required to protect the health, safety, or peaceful enjoyment of tenants and guests; and, (3) changes in the amount of rental payments to cover additional costs in operating the Premises incurred by CRMC due to increases in ad valorem property taxes, charges for electricity, natural gas, water, or sanitary sewer services consumed at the property, or increases in premiums for liability or fire insurance.

**35. RIGHT TO SELL, CONVEY AND MORTGAGE:** CRMC has the right to sell or otherwise convey its interest in the Premises subject to Lessee's rights under this Rental Agreement. This Rental Agreement is subordinate to the lien of any mortgage or land contract, now or hereafter placed upon the interest of CRMC in the Premises. Lessee agrees to execute and deliver, upon demand, any existing or further instrument or instruments subordinating this Rental Agreement to said lien. To the extent permitted by law, upon transferring all of CRMC's interest in the real estate of which the Premises are a part, CRMC shall be released from all liability herein.

**36. EMINENT DOMAIN:** If the whole or any part of the Premises is condemned or taken by any City, County, State, Federal or other governmental authority, for any purpose, the Term of this Rental Agreement shall cease on the part so condemned or taken upon the day of possession by said authority. Lessee shall remain liable for the rent up to said day of possession. Thereafter, CRMC or Lessee may declare this Rental Agreement null and void. All damages awarded for such condemnation or taking, for whatever purpose, shall belong to and be the property of CRMC, whether such award is compensation for diminution in value to the leasehold, to the fee of the Premises or otherwise.

**37. WAIVER OF SUBROGATION:** Each party does hereby remise, release and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty in the event insurance is carried by or for the injured party at the time of such loss, damage, or injury to the extent of any recovery by the insured party under such insurance.

**38. INDEMNIFICATION:** CRMC shall not be liable for any damage or injury occurring on or about the Premises to Lessee, Lessee's family, guests or invitees, except in the case of CRMC's failure to perform, or negligent performance of, a duty imposed by law. Lessee agrees to protect, indemnify and hold CRMC harmless from and against any and all loss, expense, damage or liability, including actual attorney's fees and expenses of litigation, arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, which causes injury to any person or property, whomsoever or whatsoever, no matter how caused, except in the case of CRMC's failure to perform or negligent performance of a duty imposed by law.

**39. WAIVER AND SEVERABILITY:** CRMC's waiver of any rights under this Rental Agreement shall not constitute a total or partial waiver or prohibit CRMC from subsequently enforcing said rights. If any provision of this Rental Agreement is invalid or becomes invalid, such invalidity shall not in any way affect the other provisions of this Rental Agreement, which shall remain in full force and effect.

**40. CAPTIONS:** The captions are inserted only as a matter of convenience and for reference, and shall in no way define, limit, or describe the scope of this Rental Agreement or the intent of any provision herein.

**41. TERMINOLOGY:** It is understood and agreed that the word "Lessee" wherever mentioned in this Rental Agreement shall be construed to include, where appropriate, either the singular or plural and masculine or feminine. It is agreed and understood that the word "CRMC" shall mean the Lessor and its duly authorized agents. This Rental Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, legal representatives and except as provided herein, assigns.

**42. PARKING:** Parking for sample car(s) is provided. Lessee agrees to park all vehicles in the space designated by CRMC. Lessee agrees not to park on the lawn or across a sidewalk under any circumstances. Lessees agree that if there are marked parking spaces they shall only park one vehicle per designated space, and that they shall not park in any undesignated area. If vehicles are parked in a parking structure, they may not be left running in the structure. Parking passes must be displayed in the vehicle at all times, if one is provided by CRMC. If a vehicle is parking in your assigned space while displaying a CRMC parking pass, please contact that person before contacting P.A.C.E. **Violation of these provisions may result in the termination of your parking privileges. No additional on-site parking for guests is provided.** The number of spaces provided is based upon a vehicle length of 17 feet. In no event will Lessee or Lessee's guests, friends, invitees or others on the Premises with Lessee's permission, drive across the lawn, park on the lawn, or allow any part of a vehicle to be on the Premises outside the designated parking areas. Lessee shall be responsible for all fines, costs and additional rent as more fully set forth in paragraph 29 of this Rental Agreement. **Lessee may not sublease any parking space or spaces.**

**43. KEYS/LOCKS:** On or before the termination of this Rental Agreement, Lessee shall return all keys provided by CRMC. If Lessee fails to return mailbox keys, Lessee will be charged a minimum of **THIRTY (\$30.00) Dollars** to replace the mailbox locks. If Lessee is locked out at any time that the office is closed, CRMC may send an employee to let Lessee into the Premises. Lessee agrees to pay as additional rent \$75.00 for this service. Under no circumstances shall Lessee gain entrance to the Premises through a window, door or otherwise without a key. In the event that Lessee installs a lock or doorknob not supplied by CRMC, CRMC may remove such lock and/or doorknob and charge Lessee a minimum of \$50.00 for each such lock. Hasp, hook and eye, dead bolt and slide locks are examples of locks that are fire code violations and shall not be installed by Lessee under any circumstances.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**44. RECEIPT ACKNOWLEDGMENT:** By initialing below, Lessee acknowledges receipt of: **(a)** ONE (1) copy of this Rental Agreement with ONE (1) copy of the East Lansing Lease Addendum attached; **(b)** a parking plan of the Premises; **(c)** TWO (2) blank copies of a Commencement Inventory Checklist. Additional copies will be provided at the cost of \$1.00 per page.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**45. INCORPORATION:** The Rental Agreement incorporates the East Lansing Lease Addendum; Parking Plan; Lead Based Paint Disclosure; Damages to Your Home form; Quiet Neighborhood Addendum, Early Repair Addendum, if applicable, and any written addenda or amendment, signed by the parties.

**46. SIGNERS:** This lease shall be in full force and effect as to all persons who sign as lessees, even if the number of signers is less than the maximum occupancy allowed by law, and/or less than the number of people named as Lessees above. This Rental Agreement may be signed in multiple parts, and a signature on a facsimile or email copy shall constitute an original signature.

**I have read and understand this paragraph:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**47. NOTICES:** Except as otherwise required by law or the terms of this lease, notices to the Lessee may be delivered to the Lessees by email to the designated house leader, or mailed or otherwise delivered to the leasehold address, and notices to CRMC may be mailed or delivered to CRMC's offices. Lessees consent to receive notices by email. Either party may change their designated address by delivering notice to the address designated by the other party.

**48. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when taken together will constitute one and the same Agreement. Faxed, scanned, and electronic signatures on this Agreement will be deemed the equivalent of original signatures for all evidentiary purposes, and CRMC and Lessee agree to accept those signatures as such.

**49. OTHER PROVISIONS:**

EACH INDIVIDUAL LESSEE ACKNOWLEDGES THAT S/HE HAS HAD THE OPPORTUNITY TO CONSULT WITH SUCH LEGAL AND/OR FINANCIAL ADVISORS AS S/HE DEEMS NECESSARY OR ADVISABLE IN CONNECTION WITH THE DECISION TO ENTER INTO THIS RENTAL AGREEMENT AND HAS DETERMINED THAT THE TIMING OF THE LEASE TERM IS ACCEPTABLE FOR LESSEE'S NEEDS. NEITHER CRMC NOR LESSEE HAS EXECUTED THIS AGREEMENT IN RELIANCE ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS MADE BY THE OTHER PARTY HERETO, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS RENTAL AGREEMENT. BEFORE SIGNING IN THE SPACE PROVIDED BELOW, YOU SHOULD CAREFULLY READ ALL PARTS OF THIS RENTAL AGREEMENT, WHICH IS A BINDING LEGAL DOCUMENT CONTAINING SEVERAL PARTS AND ATTACHMENTS (INCLUDING ALL ADDENDA, AMENDMENTS, SCHEDULES AND ANY DOCUMENTS INCORPORATED HEREIN). THIS IS THE ENTIRE AGREEMENT BETWEEN CRMC AND LESSEE, AND MERGES AND SUPERCEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS AND WARRANTIES (ORAL OR WRITTEN, EXPRESS OR IMPLIED) CONCERNING THE LEASE OF THE PREMISES. NO MODIFICATION OR UNDERSTANDING CONCERNING THIS AGREEMENT SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY THE AUTHORIZED REPRESENTATIVE OF THE PARTY AGAINST WHOM IT WILL BE ENFORCED.

**DO NOT UNDER ANY CIRCUMSTANCES SIGN A BLANK OR INCOMPLETE LEASE.**

This Rental Agreement is entered into and executed October 11, 2018.

**COMMUNITY RESOURCE MANAGEMENT COMPANY**

\_\_\_\_\_  
CRMC/CRMC's Agent

**LESSEES**

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Lessee

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