

RESIDENTIAL LEASE AGREEMENT

NOTICE: Michigan law established 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 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 lease agreement (hereinafter referred to as the "Lease") made and entered into this 19th day of April, 2013, by and between **Bishop development Company, LLC.**, of 5859 W. Saginaw Hwy., #343, Lansing, MI 48917 (hereinafter referred to as "Landlord" and Danielle Hartigan and Jessica Americk of 4245 W. Jolly Rd., Lot 286, 48911 (collectively hereinafter referred to as "Tenant").

1. Basic Lease Provisions. The basic lease provisions are set forth below.

- (a) **Premises:** (6280 Bishop, Lansing, MI 48911 ("The Premises"))
 - (b) **Term:** One (1) Year beginning May 1, 2012.
 - (c) **Rent:** Seven Hundred Fifty + NO/100 Dollars (\$750) per month, beginning May 1,
 - (d) **Security Deposit:** Three Hundred Seventy Five NO/100 Dollars (\$375).
 - (e) **Number of Occupants:** Two (2) adults.
 - (f) Name(s) if person(s) who will occupy the Premises: Jessica Americk and Danielle Hartigan.
- Tenant shall be responsible for the utilities listed below:
- | | | |
|-----------------|-----------------|-------------|
| Garbage Removal | Snow Removal | Electricity |
| Water | Lawn and garden | Utilities |
| Gas | Telephone | |

- 2. Taxes.** Real estate property taxes shall be paid by landlord.
- 3. Premises.** The tenant leases from Landlord the premises, together with any furnishings, fixtures, personal property, and appurtenances furnished by the Landlord for Tenant's use.
- 4. Term.** The term of this lease shall be for one (1) year, beginning as stated in section 1(b) above. Tenant shall receive possession on the effective date of date of the Lease. After the initial term of one (1) year the Lease will continue on a month-to-month basis and may be terminated by either party upon thirty (30) days advance written notice. In the event the Landlord sells the premises at any time, this Lease may be terminated by the Landlord upon thirty (30) days advance written notice.
- 5. Rent.** Tenant shall pay Landlord, by check or money order, at the address stated above or an address designated by Landlord, monthly rent installments as stated in section 1(c), payable in advance, on or before the 1st day of each month during the term of this Lease. Tenant shall pay the first month's installment and Security deposit as stated in section 1(d) when Tenant signs the Lease. Tenant shall pay a late fee of Twenty-Five and NO/100 Dollars (\$25.00) for each monthly installment not received by Landlord within five (5) days of its due date. This increase shall be considered additional rent and shall compensate Landlord for possible costs incurred because of late payments. Landlord's right to collect this additional rent shall be in addition to Landlord's right to take action under all other provisions of this Lease for Tenant's default in paying rent. The tenant shall pay all additional rent to Landlord promptly after the due date of the delinquent installment. All rent paid after the due date and payments to cover,

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checks that have been returned for insufficient funds must be paid at the place designated for payment, by cashier's check, certified check or money order.

6. **Security deposit.** Tenant shall pay Landlord, by check or money order, the amount stated in section 1(d). Landlord will hold these monies as a security deposit for Tenant's performance of all the terms of this lease. Tenant must notify Landlord in writing within 4 days after moving with a forwarding mailing address; otherwise Landlord shall be relieved of sending you an itemized list of damages and the **penalties adherent to that failure.**
7. **Use.** Tenant shall use the premises solely as a single-family residence. No persons other than those listed at the end of this Lease shall occupy the Premises for more than seven (7) days during the term of this Lease without prior written consent from Landlord. The maximum number of persons permitted to occupy the premises are also set forth in section 1(e).
8. **Condition of the premises.** Tenant acknowledges that no representations about the conditions of the Premises or promises to alter or to improve the Premises before or during the lease have been made
9. **Maintenance, Repairs and Damage of the Premises.** Through the term of the Lease, Tenant shall maintain the Premises in good condition and shall allow no waste of the Premises or utilities. Tenant shall be liable for any damage to the Premises or to landlord's other property caused by acts of omissions of the Tenant or Tenant's guests. Tenant shall pay on Landlord's demand to replace any broken window glass on the Premises or any lost or broken keys.
10. **Decorations and Alterations.** Other than hanging decorations on the walls with nails or other materials which will not cause damage to the Premises, Tenant shall not alter or decorate the premises without prior written consent from the Landlord. Landlord's consent to a particular decoration or alteration shall not be deemed consent for future decorations or alterations. Tenant shall not remove any furnishings Landlord furnishes to Tenant, drive nails into the woodwork, or use adhesive materials on the walls without prior written consent from Landlord.
11. **Assignments and Subleases.** Tenant shall not assign this Lease or sublease any part of the Premises.
12. **Interruption of Services.** As long as the Premises are habitable and Landlord makes any repairs, or improvements within a reasonable amount of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements of the premises shall not affect this Lease, reduce the rent, or be construed as an eviction.
13. **Prohibitions.** Neither Tenant nor Tenant's guests shall:
 - (a) Install any equipment or appliances that, in the Landlord's opinion, cause an unsafe condition of the Premises;
 - (b) Accumulate refuse on or around the Premises that might pose a health hazard to Tenant or Tenant's neighbors;
 - (c) Allow any activity on or around Premises that could result in an increase in fire insurance premiums for Premises;
 - (d) Permit any flammable liquids or explosives to be kept around the Premises;
 - (e) Permit on the Premises any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other person's.
 - (f) Change or install any locks on the Premises without prior written consent from the Landlord;
 - (g) Bring any water beds, floor safes, or other heavy objects on the premises;
 - (h) Bring any animals onto the premises without prior written consent from Landlord.
 - (i) Unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the leased Premises; or
 - (j) Permit any laws to be violated on the Premises;

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14. **Access to the Premises.** Tenant shall allow Landlord and Landlord's agents reasonable access to the Premises to inspect, repair, alter or improve the Premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law. Tenant shall allow Landlord or Landlord's agent's to show the Premises to prospective Tenants at reasonable times during thirty (30) days before the term of this lease expires and to prospective purchasers on reasonable notice to Tenant.
15. **Vacation or Abandonment of the Premises.** If Tenant removes substantially all of Tenant's property from the Premises, Landlord may immediately enter and redecorate the premises without abatement of rent, and these acts shall not affect Tenant's obligations under this Lease. If tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.
16. **Property Loss or Damage.** To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damages to property or loss of property that is caused by theft or casualty on the Premises. Landlord recommends that Tenant obtain insurance to protect Tenant's personal property against such loss or damage.
17. **Damage or Destruction of the Premises.** If a casualty partially destroys the Premises but they can be restored to a tenantable condition within thirty (30) days, Landlord shall repair the Premises with a reasonable dispatch; however, Landlord's obligation to repair the Premises shall be limited to the amount of insurance proceeds actually received by Landlord. Tenant's obligation to pay rent shall be suspended while the Premises are untenantable. If a casualty damages the Premises to the extent that they cannot be restored to a habitable condition within thirty (30) days, either party may terminate this Lease by giving other party written notice within fifteen (15) days after the casualty. Landlord shall not be liable for any reasonable delay or for providing housing for Tenant during repairs.
18. Utilities. Tenant is responsible for the costs of utilities and services for the Premises as listed in section 1(f).
19. Termination. When this Lease terminates, Tenant shall surrender possession of the Premises to Landlord in the condition they were in when they were delivered to Tenant, except for normal wear and tear. Tenant shall also return all keys for the Premises to Landlord.
20. Default and Landlord's Remedies.
 - (a) If Tenant defaults on any obligations under this Lease or misrepresents any information in the application for this lease, Landlord may, on written notice to Tenant, terminate this Lease and enter the Premises as permitted by law; Tenant and any other occupants shall surrender the Premises to Landlord by the date in the notice. If Landlord terminates the Lease, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statutes; and rent for the rest of the term of the lease shall immediately become due. Tenant may not be liable for the total accelerated amount because if Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice before the notice period expires, the amount of court costs and attorney fees incurred by the Landlord in enforcing the Landlord's remedies and allowed by statutes shall be added to the amount of the arrearage.
 - (b) It is a violation of this Lease if Tenant, a member of Tenant's household, or any other person under the Tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere in the Premises. Pursuant to Michigan law, if Tenant violates this provision, Landlord may serve a written demand for possession for termination of this Lease, giving Tenant twenty-four (24) hours notice of the lease termination and demand for possession. **Tenant's Initials:** _____
21. Holding-Over. Upon expiration of the initial one (1) year term, this lease will continue on a month-to-month basis. **Initials:** *DN*

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(Date) *4/19/13*

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- month basis and may be terminated by either party upon thirty (30) days advance written notice.
22. Notices. Any notice under this lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless otherwise required by law, the date of this service shall be the date of hand delivery or the mailing date.
 23. Modifications. No modifications of this Lease shall be binding unless they are in writing and signed by Landlord and Tenant.
 24. Whole Agreement. This Lease sets forth the entire agreement between Landlord and Tenant. There are not verbal or written agreements that are not contained in this Lease between the parties.
 25. Binding Effect. This Lease shall bind and benefit the parties to the Lease, their heirs, personal representatives successors, and permitted assigns.
 26. Severability. If any provision of this lease is invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the provision to persons or circumstances other than those for which it is invalid, unlawful, or unenforceable are not affected.
 27. Time of the Essence. Time shall be deemed to be of the essence in the performance of this Lease.
 28. Effective Date. This lease is effective on the date first stated in this Lease.

TENANT:

Danielle Hartigan
Danielle Hartigan 4-19-13

Jessica Numerick
Jessica Numerick 4/19/13

LANDLORD:

Bishop Development Company, LLC

Steve Pata

TENANT'S INITIALS DN
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