

## 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 \_\_\_\_ DAY of \_\_\_\_ MONTH, of 20\_\_\_\_ YEAR, by and between SPIRIDAKOS PROPERTY MANAGEMENT, LLC, ("Lessor"), and:

Lessee 1	Lessee 6
Lessee 2	Lessee 7
Lessee 3	Lessee 8
Lessee 4	
Lessee 5	

, jointly and severally ("Lessee").

**1. DESCRIPTION OF PREMISES AND LEASE TERM:** Lessor, 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 property located at: **[HOUSE ADDRESS]**, East Lansing, Michigan ("Premises"), for the Term commencing at 10:00am on the 20th day of AUGUST 2024, and ending at 12:00am on the 1st day of AUGUST 2025 ("Term"). Under no circumstances will Lessee be able to move into the Premises prior to the commencement date set forth in this paragraph.

**2. RENT:** Lessee agrees to pay rent for the Term in Section 1 as follows:

**a. SCHEDULE/PAYMENT:** Lessee agrees to lease the Premises and pay a total base rent of **[\$(RATE \* 12) + 1200]** for the Term of this Rental Agreement. Rent will be paid in 3 Rental Period Payments. Each payment is: **[\$(RATE \* 4)+400]**. Due dates are as follows:

- Rental Period 1 Payment due **AUGUST 1, 2024**
- Rental Period 2 Payment due **DECEMBER 1, 2024**
- Rental Period 3 Payment due **MARCH 1, 2025**

If Lessor receives the rent before the 1<sup>st</sup> DAY of the Rental Period Payment month, then Lessee will be granted a **\$400.00** discount, making that payment: **[\$(RATE \* 4)]**. The discount is meant to encourage early payment of rent. Rent shall be payable to the Lessor at: **SPIRIDAKOS PROPERTY MANAGEMENT, 2073 Riverwood Dr. Okemos, MI 48864** and said rent shall be paid in full by **ONE CASHIERS/CERTIFIED CHECK** from one party named in the lease. A check returned for any reason shall result in a **\$100.00** processing fee charged to Lessee for the cost and expense of handling the check. In addition to base rent, Lessee may be liable to additional rent as described herein.

**b. PAYMENT IN ONE CHECK: Rent must be paid in ONE CASHIERS/CERTIFIED CHECK.** Failure to pay rent in one check will result in a loss of the prepayment discount provided for in Section 2(a), regardless of the date that rent is received. Cashiers/Certified Checks are available at your bank. Personal checks or any other method of payment is not accepted.

**c. LATE CHARGE:** If the rent due under Section 2(a) is not received by Lessor on or before the 5<sup>th</sup> DAY of the Rental Period Payment month in which rent is due, Lessee hereby agrees to pay a late charge of five percent (5%) of the Rental Period Payment. This late charge is additional rent, is immediately due and payable, and is in addition to the loss of discount for prepayment in Section 2(a).

**d. RENT ARREARAGE:** Any money received by Lessor, shall be applied in the following order: first to security deposit, second to fees due pursuant to the Rental Agreement, third to past due rent, fourth to additional rent, fifth to outstanding utility bills that are the responsibility of the Lessee and finally to current rent. Any portion of the rent due under Section 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 Section 2(c), and any charges allowed by law.

**e. DISHONORED CHECKS:** A check returned for any reason shall result in a **ONE-HUNDRED (\$100.00) DOLLAR** 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 Section 2(a), and, in addition, Lessee may be charged a late fee under Section 2(c).

**3. NAME CHANGE:** In the event the Lessor grants his exclusive written permission for an individual Lessee to substitute a person for themselves in this Rental Agreement, said Lessee must find a substitute person on his/her own for his/her place, whom is agreed upon by all Lessees, and said individual Lessee shall pay Lessor \$350.00, in the form of cash only, for this Name Change.

**4. MAXIMUM OCCUPANCY/LICENSING [LICENSE #]:** Lessee acknowledges that the Premises is subject to East Lansing zoning and building codes and housing regulations restricting occupancy. **The Premises is licensed for and has a maximum occupancy of [LICENSE #]unrelated residents. Lessee shall not permit more than [LICENSE #]residents to occupy or reside in the Premises at any time.** If Lessee shall occupy or permit occupancy of the Premises in violation of said limit, Lessee shall be in default and Lessee shall be required to indemnify and hold Lessor harmless from any loss, cost or expense, including attorneys fees incurred as a result thereof.

**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/her individual share of liability and, in addition, agrees to be liable for the liability of all other persons who sign this Rental Agreement. This includes paying rent and performing all other terms of this Rental Agreement. A judgment entered against one Lessee shall be no bar to an action against the others.

**6. 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 Lessor \$[**RATE \* 1.5**] which sum shall be held by Lessor as a Security Deposit for the faithful performance of all the terms and conditions of this Rental Agreement. Lessor 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 additional rents incurred, to pay for utility bills not paid by the Lessee or paid by Lessor 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, and to pay for any fee's or fines listed herein this Lease. Lessee shall not, under any circumstances, request this Security Deposit to be used as payment or partial payment of any rent due under this Rental Agreement in advance of the

termination of this Rental Agreement. Your security deposit is held by First National Bank of America located at 241 E. Saginaw, East Lansing, MI 48823.

Notice required under this section shall be made by United States Mail, postage prepaid, registered or certified, and addressed to Lessor at **2073 Riverwood Dr. Okemos, MI 48864**. The Security Deposit, if not used pursuant to this section, shall be returned to Lessee at one address provided to Lessor in accordance with this provision of the Rental Agreement and Michigan law.

Lessee hereby designates and appoints \_\_\_\_\_ to be their house leader and 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 check shall be made payable to the aforesaid designated agent only. In the event that any Lessee notifies Lessor of any dispute among the tenants in writing prior to the distribution of the security deposit or for any reason within Lessor's sole discretion, then the refund shall be in one check made payable to all Lessees and sent to one address provided to Lessor as required herein. Payment shall be made within thirty days after the expiration of this Rental Agreement or such other time as permitted by law.

**7. CLEANING:** Lessee agrees that since no cleaning fee is being paid nor charged, all cleaning will be left to Lessee upon move in and move out. Lessee unequivocally agrees to accept the Premises in an "as is" condition. Lessee may clean the house themselves or hire a maid service at their expense.

**8. 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) all rent due is paid in full; (b) the Security Deposit is paid in full; (c) the Premises have been vacated by the prior occupants; (d) utilities have been transferred to Lessee's name; (e) trash fee paid in full. If Lessee shall be unable to occupy the Premises at the time provided under Section 1 above by reason of the holding over of any previous occupant or as a result of any cause beyond the control of Lessor, such an event shall not affect the validity of this Rental Agreement. Further, Lessor shall not be liable for any damage to Lessee during such period Lessee is unable to occupy the Premises except that the rent due hereunder shall be prorated.

**9. UTILITIES:** That on or before occupancy, Lessee shall arrange to have utility service switched into their name. Lessee shall be responsible for any electrical, natural gas, and water/sewage utility expenses of the leased Premises. Lessee shall be responsible for trash service. A one-time **[\$94.50 for 3&4 BDRM / \$189 for 5,6 & 8 BDRM]** trash service fee will be due payable to Lessor and must be included with the first Rental Period Payment.

Electricity Board of Water and Light (BWL) – (517) 702-6006.

Natural Gas Consumer's Energy Company – 1-800-477-5050.

Lessor will automatically set up the water utility into one of the Lessee's names prior to move in. Lessor 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, or any act or cause beyond Lessor'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. Lessee shall be responsible for all utilities, including but not limited to, installation/activation fees and monthly fees. Lessee agrees to maintain and be responsible for the payment of all utilities for the entire Term of occupancy. In the event Lessee fails to transfer any of the utilities that are Lessee's responsibility into Lessee's name, Lessor, 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 Lessor. Lessor may also charge Lessee \$250.00 per utility as additional rent if Lessee does not transfer utilities. The parties agree that Lessor may pay the final water/sewer utility bill, if any, and shall deduct such charges from the Security Deposit. Lessee shall be responsible to terminate utilities in Lessee's name at the end of the lease term. SPIRIDAKOS PROPERTY MANAGEMENT is not responsible for the cost of any utilities charged to tenants after the expiration of this Rental Agreement.

**10. APPLIANCES:** The Premises shall include at least one refrigerator and one stove. If a washer/dryer and/or dishwasher is present Lessee shall have free use to such appliance. Washer/dryer and/or dishwasher are not available in all of Lessor's properties.

**11. CONDITION OF PREMISES–INVENTORY CHECKLISTS:** Lessee acknowledges receipt of TWO (2) blank copies of an Inventory Checklist. The inventory checklist is solely for the purpose of assessing the condition of the Premises and is not a request for maintenance, nor warranty or promise by Lessor that any item listed thereon will be provided or repaired by Lessor.

**12. DELAYED MAINTENANCE:** Due to the nature of student rentals and the fact that the majority of Lessor's rental units turn over in the same period, some maintenance may be delayed for up to **ONE MONTH** after the start of the Term of this Rental Agreement.

**13. ACCESS TO PREMISES:** Lessor shall have the right to enter the Premises during reasonable business hours to examine the Premises, to inspect the Premises, to perform repairs, improvements and maintenance, and to show the Premises to prospective tenants and/or buyers.

**14. REPAIRS:** Lessor agrees to make all repairs/improvements to the Premises, which, in the Lessor's sole discretion are necessary, or which are required by law. Lessor may make such repairs without first giving notice to Lessee. Lessor shall have a reasonable time within which to make any repairs to the Premises. It is expressly agreed and understood that whenever such repairs are delayed because of factors beyond the control of Lessor, the obligations of Lessee to Lessor shall not be affected whatsoever, nor shall any claim accrue to Lessee against Lessor, its agents or assigns, by reason thereof. If the need for maintenance or repairs of the Premises or fixtures should arise, Lessee is required to give notice via email to the Lessor at [msuliving@gmail.com](mailto:msuliving@gmail.com).

**15. CARE AND MAINTENANCE OF THE PREMISES:** Lessee agrees to maintain the Premises in a safe, clean, healthy habitable condition at all times. Lessee agrees not to cause or permit any trash/junk/garbage accumulation, waste, misuse or neglect of the Premises or any furnishings or appliances therein provided by Lessor. Lessee agrees to pay for all damages so caused by anyone. Lessee agrees not to do anything to the structure or its surroundings that may be hazardous or that will cause Lessor's insurance to be cancelled or premiums to increase. Not to deface or damage, or allow another to deface or damage, any part of the Premises. Not to keep any flammable or explosive materials or any dangerous, hazardous, or toxic substances in or around the Premises. Not to pour any commercial anti-clogging agent into the sink or drain. Not to install any antenna or satellite dish. Not to harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance. No sign, advertisement, notice or other letting shall be exhibited, inscribed, painted or affixed by Lessee on the Premises. That no laws, statutes or ordinances of a jurisdictional governmental unit will be violated on the Premises. No one is permitted on the roof of the Premises or garage (if so equipped) for any purpose. That ingress and egress routes will be kept clear of any items. That the fireplace, if the home is so equipped, not be used to maintain a live fire at anytime. That no fire pit be made or installed. That bbq grills be used at a safe distance of at least 20 feet from the home and never be used on porches or decks. East Lansing fire codes must be obeyed at all times. In-window air conditioner units may not be installed, only floor standing portable units are allowed. It is understood and agreed by Lessee that any damage caused by air conditioner units, including but not limited to, the window frame, and glass, the storm frame, screen and glass and any water damage to floors/walls/ceilings will be charged to Lessee as additional rent and will be immediately due and payable. Blinds or window coverings are not provided but may be installed at Lessee's expense.

**16. REPAIRS/NEGLIGENCE OF LESSEE:** Repairs necessitated by the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees, whether by act or omission, will be performed by the Lessor only 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 Lessor shall not be affected whatsoever, nor shall any claim accrue to Lessee against Lessor, its agents or assigns, by reason thereof. Lessee shall pay the costs of

said repairs as additional rent and in default thereof, such amount shall be considered additional rent and Lessor may take such action permitted by law to recover same. Lessor may, at its option, hold such charges until the end of the lease and deduct the charges from the security deposit.

**17. PAINT/LOCKS/ALTERATIONS:** That no alterations shall be made to the Premises, nor shall any additional locks or bolts be installed anywhere nor shall any painting be done. If Lessee paints any part of the Premises the parties agree that such painting shall constitute damage to the Premises beyond normal wear and tear, the same as any other graffiti or damage to the walls, including but not limited to, paint spills on floor and trims, or any other damage to surfaces and Lessee shall be responsible for all costs to repair, repaint, and restore the Premises.

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

**a) GRASS CUTTING:** Lessor agrees to mow the lawn. Lessor shall not be responsible for the personal property of Lessee left in the yard.

**b) LEAF RAKING:** Lessee agrees to rake and remove the leaves from the entire yard. The Premises shall be kept free of leaves throughout the year. In the event that Lessee does not rake the yard, Lessor may rake the yard, without giving prior notice to Lessee. Lessee agrees to pay a minimum of \$100.00 or the actual charges, whichever is greater, for each time Lessor rakes leaves, which amount shall be deemed to be additional rent.

**c) SNOW SHOVELING:** Lessee agrees to remove all snow and ice from sidewalks, entrance walks, driveway and parking areas. In the event that Lessee fails to remove snow and ice from the City sidewalks, Lessor may remove such snow and ice, without giving prior notice to Lessee. Lessee agrees to pay a minimum of \$100.00 or the actual charges, whichever is greater, for each time Lessor removes snow and ice, which amount shall be deemed to be additional rent.

**d) EQUIPMENT:** Lessor shall supply Lessee with one snow shovel and one leaf rake, which will be on the Premises at the time Lessee move in. Lessee will be charged \$25.00 as additional rent for each rake and/or shovel that is not left at the house at move out. It is the responsibility of the Lessee to replace the rake and/or shovel should said equipment break, be damaged, lost, and/or be stolen.

**19. ACTS OR OMISSIONS OF OTHERS:** Lessor 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.

**20. PROPERTY DAMAGE:** If the Premises is damaged by fire or other causes, including acts of God, or the elements, Lessor may repair the Premises and Lessee shall continue to be bound under this Rental Agreement or, in Lessor's sole discretion, Lessor may declare this Rental Agreement null and void in full or in part. Lessee shall be responsible for all repair charges should the house be vandalized or broken into.

**21. RENTER'S INSURANCE:** Lessee's personal property is not insured by Lessor from loss or damage due to fire, theft, flood or any other casualty beyond Lessor's control. Lessor, therefore, strongly recommends that Lessee obtain RENTERS INSURANCE covering Lessee's personal property.

**22. SUBLEASING:** Lessee agrees not to sublet or assign Lessee's interest in the Premises, in whole or in part, unless approved by Lessor in writing, which shall be in Lessor's sole and exclusive discretion. Lessee always remains responsible to Lessor on this Rental Agreement, even if they have a sublessee.

**23. POSSESSION/HOLD OVER BY LESSEE:** Lessee shall, upon the termination or expiration of this Rental Agreement, immediately surrender possession of the Premises to Lessor. **IF LESSEE CONTINUES IN POSSESSION OF ANY PART OF THE PREMISES AFTER THE EXPIRATION OF THE TERM IN SECTION 1 ABOVE, THIS RENTAL AGREEMENT SHALL CONTINUE, IN THE SOLE DISCRETION OF THE LESSOR, IN FULL FORCE AND EFFECT ON A DAY TO DAY BASIS AT A RATE OF \$300.00 PER DAY.** Lessor may also elect to terminate the tenancy and seek judicial assistance to evict the Lessee. It is specifically agreed that Lessee shall be deemed to have surrendered possession upon expiration of this Rental Agreement.

**24. GARBAGE REMOVAL:** At the end of this Rental Agreement, Lessee shall remove all of Lessee's personal property, furniture and effects from the Premises. Furniture left by the prior year's residents agreed upon by Lessee becomes Lessee's personal property. In the event Lessee fails to remove Lessee's personal property, this personal property shall be considered abandoned. Lessor may dispose of this abandoned property

and garbage for Lessee and charge Lessee as follows: (a) **TWENTY-FIVE (\$25.00) DOLLARS** per bag of trash, (b) **ONE-HUNDRED (\$100.00) 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; and (c) **ONE-HUNDRED FIFTY (\$150.00) DOLLARS** for each appliance, including, but not limited to air conditioner, gas grill, refrigerator, freezer, microwave, and/or other appliance. The charges for such services shall be deemed to be additional rent.

**25. 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/baby wipes/“flushable wipes”, paper towels, facial tissues, dirt or stones, trash or rubbish, sanitary napkins or tampons, hair accessories, dental floss, toothpaste caps, razors, Q-tips, toothpicks, cigarettes, vomit 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. If the house is equipped with a garbage disposal, it must be used in a proper manner. Garbage disposals are not for bottle caps, shot glasses, plastic food ties, metal, pasta, rice, fibrous vegetables/fruits such as celery, potato peels, nuts, pits, and any other foreign material other than small bits of food typically associated with common food waste to which the disposal is designed for. The cost of the removal of foreign objects and these clogs will be charged to Lessee. **LESSOR WILL CHARGE A MINIMUM OF \$175.00 OR MORE AS ADDITIONAL RENT FOR UNCLOGGING DRAINS, TOILETS, SHOWERS, DISPOSALS, AND SINKS THAT HAVE BECOME CLOGGED DUE TO THE NEGLIGENCE OF THE 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 Lessor 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 Lessor of such water leaks. City of East Lansing storm sewer drains are not equipped to handle extreme or excessive amounts of rainfall and back ups or flooding could occur. Lessor is not responsible for flooding or damaged personal property due to flooding.

**26. SMOKE ALARMS:** Lessor shall provide smoke alarms as required by City code. Lessee must never remove the batteries except when necessary to replace them. If the battery is removed from the smoke alarm or if the smoke alarm is damaged, disabled, removed from its mounting, or missing, Lessee shall be charged \$50.00 or more per smoke alarm.

**27. 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 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.

**28. 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 Lessor’s name or otherwise, as a result of Lessee’s violation or non-performance of any term or condition in this Rental Agreement. Lessor may pay any and all such fines and costs without contesting any such ticket, and without impairing Lessor’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 Lessor on behalf of Lessee will be considered additional rent and is immediately due and payable. In the event of a request for information or the issuance of any ticket by any governmental entity, Lessee authorizes Lessor to release any information in Lessor’s possession to such governmental entity. In addition, Lessee shall be liable to Lessor as follows:

**a. OVER OCCUPANCY:** Lessee shall not under any circumstances permit or engage in the over-occupancy of the Premises. This means that no one other than the individuals that sign this Rental Agreement may live or reside in the Premises. In the event Lessee violates this subsection, Lessee shall be

responsible for any and all tickets issued to Lessor.

**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 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 Lessor.

**c. NUISANCE/PARTY/NOISE VIOLATIONS:** 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 and that no beer kegs are to be allowed on the Premises. In the event Lessee violates this subsection, Lessee shall be responsible for any and all tickets issued to Lessor. Tickets include: Civil Infraction Noise, Civil Infraction Party Noise, Misdemeanor Noise, and Misdemeanor Party Noise. Furthermore, Lessee agrees that if their actions (or the actions of their guests) cause this unit's license to be suspended, revoked, or to have terms and conditions imposed by the city, tenants will move out of the unit and continue to pay full rent until the license is fully restored. In addition to fines imposed by the City, any receipt of a civil infraction noise or party noise violation will result in a \$500.00 charge to the Lessees. Furthermore, any receipt of a misdemeanor noise or party noise violation will result in a \$750.00 charge to the Lessees. These fees are paid directly to the Lessor and are considered as additional rent immediately due and payable.

**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 \$100.00 or the actual costs of repairing the lawn, whichever is greater. Charges shall be assessed for each time that the Lessor finds a vehicle or moped 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.

**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/recycling must be stored in accordance with the East Lansing Ordinances in effect during the term of this lease. Trash/Recycle containers must not be placed at the curb any earlier, nor left at the curb any later than the times permitted by City Ordinance. If Lessor observes litter or improperly contained or stored trash/recycling or receives notice of litter or improperly contained or stored trash/recycling, Lessor may remove the litter or improperly contained or stored trash/recycling from the Premises without notice to Lessee and may charge Lessee a minimum of \$100.00 for the costs of such removal. Lessee is responsible for actual costs to replace damaged/missing trash/recycle containers.

**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. If Lessor observes non-outdoor furniture on the leased Premises, Lessor may remove and dispose of the non-outdoor furniture without notice to Lessee. Lessor may charge a minimum of \$100.00 per item for the cost of such removal and disposal, which is immediately due and payable as additional rent.

**29. PETS:** Lessee acknowledges and agrees that no animal, fish, bird, reptile, etc., shall be kept in or about the Premises or yard. Not for one day, not one hour, not one minute, not one second, can a pet or animal be kept on the Premises or yard. Lessee further acknowledges that the Premises will be subject to unreasonable wear and tear if a pet is on the Premises. A \$100.00 charge will be made for every day a violation occurs and Lessee will forfeit the entire security deposit and may be evicted if they have a pet.

**30. 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 Lessor may still impose a late charge pursuant to Section 2(c). If default occurs, Lessor

may, at its option, terminate this Rental Agreement and regain possession of the Premises in accordance with applicable law. 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 of the other.

**31. 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. 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. No swimming/wading pools, hot tubs/jacuzzis, trampolines, horseshoe boxes, beer pong tables may be set up at the Premises. No hammocks may be tethered to any part of the structure of the Premises.

(b) No musical instruments, radios, televisions, 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.

(c) The entrances, corridors, passages, and stairways 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.

(d) 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 Lessor. All alterations, additions or improvements upon the Premises, made by either party, shall, in Lessor's sole discretion, become the property of Lessor. No spikes, hooks, large nails or large fasteners shall be driven into or affixed to the wall or woodwork. Lessor recommends the use of removable fasteners, which do not make holes in or mark the walls or woodwork.

(e) Waterbeds or extremely heavy articles shall not be placed in the Premises at anytime.

(f) Lessee shall properly operate the garbage disposal, allowing hot water to run for at least one minute to flush shredded waste material after use. Lessee shall not permit foreign objects, including but not limited to, bottle caps, spoons, forks, sponges, cigarette butts, glass, metal, plastic, grease/oil, etc. in the garbage disposal as discussed in Section 25.

(g) 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.

(h) 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)). Under no circumstances is the growing or cultivation of medical or recreational marijuana allowed in or around the Premises - even if Lessee possesses a medical marijuana patient or caregiver license, Lessee does not have the right to grow or cultivate in or around the Premises.

(i) 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, Lessor 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 Section 30 and 31(l).

(j) Lessee shall leave the heat set to a minimum of 65°F during the months of October through March, and at any time that the outside temperature is less than 32°F 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.

(k) When the Lease term ends, Lessee must promptly vacate the Premises, remove all personal property, clean the entire Premises and yard, and return all keys. If Lessee fails to return all keys, Lessee will be charged as additional rent for changing all locks and cutting new keys for the Premises. Lessee must dispose of all trash and leave the Premises in a clean and healthy manner.

(l) 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.

**32. 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. Lessor gives his permission for Lessee to, at their expense, purchase and use a dehumidifier in the Premises. 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 Lessor 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 Lessor's failure to perform or negligent performance of a duty imposed by law. Lessee must leave the exhaust fan (if so equipped) on OR open the bathroom window (if so equipped) during and after a bath/shower to exhaust the warm, humid, moist air. The bathrooms may have a exhaust fan and window, a exhaust fan only, or a window only. Lessee is responsible to use bathroom cleansers and mold/mildew removers, to clean bathrooms, showers, walls, tile work, shower curtains, bathtubs, etc., in order to keep them mold/mildew free.

**33. 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 waiver of subrogation is carried by 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.

**34. INDEMNIFICATION:** Lessor 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 Lessor's failure to perform, or negligent performance of, a duty imposed by law. Lessee agrees to protect, indemnify and hold Lessor 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 Lessor's failure to perform or negligent performance of a duty imposed by law.

**35. WAIVER AND SEVERABILITY:** Lessor's waiver of any rights under this Rental Agreement shall not constitute a total or partial waiver or prohibit Lessor 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. All ancillary documents signed contemporaneously herewith shall become part of and be incorporated herein by reference.

**36. 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 "Lessor" shall mean the Lessor and its duly authorized agents.

**37. PARKING:** Parking for [**LICENSE #**] cars is provided. Lessee agrees to park all vehicles in the space designated by Lessor. Lessee agrees not to park on the lawn or across a sidewalk under any circumstances. No additional on-site parking for guests is provided. 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 agrees that no unlicensed or inoperable vehicle may be brought onto the Premises. Lessee agrees that any vehicle parked in an area of the Premises not designated by Lessor, or any unlicensed, uninsured, or inoperable vehicle, may be towed and stored by the Lessor at the Lessee's expense. Lessee agrees to never park or store a motor home, bus, or trailer of any type or any other recreational vehicle on the Premises. Lessee shall be responsible for all fines and costs as more fully set forth in Section 28(d) of this Rental Agreement. Lessee may not rent or sublease any parking spaces.

**38. KEYS/LOCKS:** On or before the termination of the Rental Agreement, Lessee shall return all keys provided by Lessor. If Lessee fails to return all keys, Lessee will be charged for changing all locks and cutting new keys for the Premises. If Lessee is locked out of the Premises, Lessor will provide an extra key or open Premises and charge Lessee \$100.00 as additional rent for this service. Under no circumstances shall Lessee enter to the Premises through a window, door, or otherwise without a key. Keyed bedroom door locks are not provided, however, may be installed at Lessee's expense and only with the prior written consent of the Lessor.

**39. RECEIPT ACKNOWLEDGMENT:** Lessee, as a group, acknowledges receipt of: **(a)** ONE (1) copy of this Rental Agreement with ONE (1) copy of the East Lansing Lease Addendum attached and ONE (1) copy of the Lead Based Paint Disclosure with Pamphlet as required by Michigan law; **(b)** TWO (2) blank copies of a Inventory Checklist.

**40. INCORPORATION:** The Rental Agreement incorporates the East Lansing Lease Addendum; Lead Based Paint Disclosure; and any written addendum or amendment, signed by the parties.

**41. 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.

**42. NOTICES:** Except as otherwise required by law or the terms of this Lease, notices to the tenants may be delivered to the Lessees by email to the designated house leader or any other Lessee, or mailed or otherwise delivered to the leasehold address, and notices to SPIRIDAKOS PROPERTY MANAGEMENT may be emailed to [msuliving@gmail.com](mailto:msuliving@gmail.com)

**43. OTHER PROVISIONS:** It is understood by all parties hereto that additional pages or regulations, and provisions attached hereto, read and signed by all parties shall be a part of this Rental Agreement. Furnishings, appliances, appurtenances, and any other items provided with the Premises are not to be removed from the Premises or loaned at any time. Lessee agrees that the Lessor has the right to report the Lessee's rent payment history, how the unit was maintained, and the terms of the Lessee's departure to any consumer credit reporting agency. Lessee acknowledges that only named parties on this Lease are permitted to inhabit or reside in the Premises; any and all other parties residing or inhabiting the Premises is strictly prohibited and is considered trespassing, and may constitute a default and result in immediate termination of this Lease and all Lessee's rights hereunder, at Lessor's exclusive sole decision. It is understood and agreed upon that all parties have read, understand, and agree to all of the foregoing and that they agree that any infraction of the above provisions shall constitute a breach of this agreement and provide grounds for immediate institution of eviction procedures.