

CONDOMINIUM UNIT LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE 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.

LEASE NOTIFICATION: A LANDLORD MAY LEASE HIS/HER UNIT PROVIDING THAT WRITTEN DISCLOSURE OF SUCH A LEASE TRANSACTION IS SUBMITTED TO THE BOARD OF DIRECTORS OF THE CAPE CONDOMINIUM ASSOCIATION AT LEAST TEN DAYS BEFORE COMMENCEMENT OF SUCH A LEASE. THE LANDLORD SHALL PROVIDE A COPY OF THE EXACT LEASE FOR BOARD REVIEW FOR COMPLIANCE WITH THE CAPE CONDOMINIUM ASSOCIATION'S DOCUMENTS. NOTIFICATION IS REQUIRED AS DESCRIBED ABOVE EACH TIME A NEW LEASE AGREEMENT IS PROPOSED.

LEASE made this _____ day of _____, _____, between _____ ("Landlord") and _____ ("Tenant").

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, does hereby lease to the Tenant the dwelling located in the Township of Van Buren, County of Wayne, State of Michigan, known as Unit _____, _____ (address), The Cape Condominium, for the term beginning _____ and ending _____.

The Tenant has fully read, reviewed and certified the accuracy of the **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard** and hereby hires said premises for the term aforesaid, and Tenant and Landlord agree as follows:

1. RENT. Tenant shall pay to Landlord by mail at such place as it shall designate in writing from time to time the sum of \$_____ per month, in advance on the 1st day of each and every month during the term hereof. Tenant's checks returned for any reason shall incur a \$_____ service charge. All rent payments made after the _____ day of any month shall be subject to a late charge of \$_____. The Tenant understands and agrees that three (3) or more late rent payments made during the term of this Lease constitute a material breach of this Lease and may be cause for eviction.

2. **SECURITY DEPOSIT.** Tenant shall pay a security deposit in the amount of \$_____ to Landlord to be held in accordance with the terms and conditions of the Michigan Security Deposit Act, upon execution of this Lease.

3. **PERMITTED OCCUPANTS.** The rental premises shall be occupied by the following individuals only:_____. Overnight occupancy by any other individuals for more than three (3) consecutive days shall constitute a material breach of this Lease. The Cape Condominium Association Bylaws Article VII, Section1, provide that there shall be no more than five (5) persons residing in the unit. The tenants hereby explicitly agree and acknowledge that they will not have more than have 5 persons residing in the unit at any given time.

4. **REGULATIONS.** Tenant shall comply with all terms and conditions of The Cape Condominium Association's Documents including the Master Deed, Bylaws, and Rules and Regulations (including, but not limited to, the Association's *Pet Policy* and *Fines Policy*, copies of which are attached hereto), including all amendments thereto occurring prior or during the term of this Lease, and which are hereby incorporated by reference. Tenant hereby acknowledges receipt of copies of said Condominium Documents and shall be responsible for compliance with same by Tenant, Tenant's family and guests.

5. **SUB-LET.** Tenant's leasehold interest may not be assigned or sublet in whole or in part without the advance written consent of the Landlord.

6. **MORTGAGE.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon Landlord's interest in the premises.

7. **ACCESS/LANDLORD.** Landlord and its agents shall have access to the unit at all reasonable hours upon advance notice to the Tenant for the purposes of examining and inspecting same and for performing repairs and maintenance. Thirty (30) days prior to the termination of this Lease, Tenant will permit the Landlord to show said premises for rent.

8. **MAINTENANCE REQUESTS.** All maintenance requests by the Tenant, related to repair or replacement of general common or limited common elements, must first be submitted to the Landlord. The Landlord shall then be responsible for forwarding such appropriate requests to The Cape Condominium Association. The Tenant, however, may report potential safety hazards or building structural damage directly to the Association.

9. **ALTERATIONS.** Tenant shall make no alterations, decorations, or additions to the premises without Landlord's prior written permission.

10. **WASTE.** Tenant will not cause, allow or permit any waste, misuse, or neglect of the premises or of any furnishings therein. At the expiration of the term of this Lease, Tenant

shall yield and deliver up the premises in the condition as when taken, reasonable use and wear thereof alone excepted.

11. DAMAGE BY OTHERS. Neither The Cape Condominium Association nor Landlord shall be responsible or liable to Tenant for any loss or damage occasioned through the acts or omissions of others, or from bursting, stoppage, backing up or leaking of water, gas, electric, or sewers or caused in any other manner whatsoever.

12. DAMAGE/INSURANCE. Tenant agrees to obtain his own policy of renter's insurance covering his possessions and interest in the premises prior to move-in. In the event of damage or destruction of the premises by fire, windstorm, or other casualty, Tenant shall make no claim against Landlord and shall hold it harmless therefor. Tenant shall use his best effort to obtain insurance which waive the insurer's rights of subrogation as to the Landlord.

13. RELEASE. Each party does hereby release and discharge the other party of and from, any liability whatsoever arising from loss, damage, or injury caused by fire or other casualty for which insurance permitting waiver of liability and 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 injured party under such insurance.

14. PETS. Tenant acknowledges that The Cape Condominium Association's Bylaws govern the keeping of pets on the premises, and Tenant acknowledges being bound thereby (a copy of the Association's *Pet Policy* is attached hereto).

15. UTILITIES. The Tenant shall pay the following utilities: Gas ___ Electric ___ Water ___ Heat ___.

16. PERSONAL PROPERTY. Tenant hereby acknowledges that the following items of personal property are on the premises and Tenant agrees to leave same upon vacating the premises: all window treatments, refrigerator, stove, oven, dishwasher, carpeting, exhaust hood and garbage disposal unit.

17. CUSTODIAL FEE. Tenant agrees to pay Landlord a custodial cleaning fee of \$_____ for clean-up when Tenant vacates. This custodial fee shall be due and payable with and shall be part of Tenant's last month's rent.

18. MODIFICATION. Any modification of any agreement with respect to the relationship between The Cape Condominium Association, Landlord and Tenant shall not be binding unless the same be made in writing and signed by the parties hereto.

19. NON-EXCLUSIVITY. Each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies, and benefits allowed by law.

20. **INVALIDATION.** Invalidation of any of the provisions herein contained by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

21. **WAIVER.** One or more waivers of any covenant, condition, rule or regulation by Landlord shall not be construed as a waiver of a further breach of the same.

22. **DEFAULT.** A breach, default or non-compliance by the Tenant of any of the covenants contained herein shall be a breach of this Lease, permitting Landlord and/or Association to exercise any and all legal remedies.

23. **RENEWAL AND HOLDING OVER.** Landlord is not required to enter into a new Lease with the Tenant or to permit holding over however if Landlord permits Tenant to continue, Tenant's tenancy shall be on a month to month basis and all terms and conditions of this Lease will remain in full force and effect except that the rent shall be increased by \$_____ per month effective with the first month of the holding over. Tenant shall give written notice to Landlord at least thirty (30) days before the expiration of the initial term of this Lease stating whether or not Tenant intends to vacate at the expiration of the term.

24. **KEYS.** Tenant agrees upon vacating the premises to return all keys and any garage door openers provided by Landlord failing which Landlord shall be entitled to charge Tenant the reasonable cost of rekeying the locks or replacing same as damages.

25. **ADDITIONAL PROVISIONS:** _____

TRUTH IN RENTING NOTICES MAY BE GIVEN TO THE LANDLORD AT THE FOLLOWING NAME AND ADDRESS:

OR SUCH OTHER NAME AND ADDRESS AS THE LANDLORD SHALL DESIGNATE IN WRITING FROM TIME TO TIME.

LANDLORD

TENANT

ATTACHMENT TO CONDOMINIUM UNIT LEASE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before entering into a lease for pre-1978 housing, the Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Prospective Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing:

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Landlord has provided the Member with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below):

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<hr/> <p>Landlord</p>	<hr/> <p>Date</p>	<hr/> <p>Landlord</p>	<hr/> <p>Date</p>
<hr/> <p>Tenant</p>	<hr/> <p>Date</p>	<hr/> <p>Tenant</p>	<hr/> <p>Date</p>
<hr/> <p>Agent</p>	<hr/> <p>Date</p>	<hr/> <p>Agent</p>	<hr/> <p>Date</p>