

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 Unit Owner may lease his or her unit providing that written disclosure of such lease transaction is submitted to the Board of Directors of the Carriage Park Condominium Association (Association) at least twenty-one (21) days before commencement of such a lease. The landlord shall provide a copy of the exact lease for Board review for compliance with the Carriage Park Condominium Association's documents. Notification is required as described above each time a new lease agreement is proposed. No lease shall be for less than a 12-month term **without the prior written approval of the Association.**

This LEASE, made on _____ (date), is between _____
_____ ("Landlord") and _____
("Tenant"), who agree as follows:

Landlord, for and in consideration of the covenants and agreements stated herein, does hereby lease to Tenant the dwelling located in the Charter Township of Canton, County of Wayne, State of Michigan, known as Unit _____, at _____ (address), for the term beginning _____ and ending _____.

Tenant has fully read, reviewed, and certified the accuracy the attached *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard* and hereby hires these premises for the term stated above:

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 \$_____ each 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: _____.

4. **REGULATIONS.** Tenant shall comply with all terms and conditions of the Carriage Park Condominium Association (**Association**) Documents, including the Master Deed, Bylaws, and Rules and Regulations (hereafter "**Association Documents**"). These include the Association's Pet Policy and Fines Policy, and all amendments to the **Association Documents** that become effective during the term of this Lease. Landlord shall supply Tenant with all **Association Documents** and any future amendments thereto. Tenant hereby acknowledges receipt of copies of these **Association 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 BY LANDLORD AND ASSOCIATION.** 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. Association access to this Unit for Fire and Smoke Alarm inspection and maintenance is mandated by Canton Township and is organized by the Association at least once a year. Association access is also mandatory for other life safety maintenance, such as dryer vent cleaning. **In addition, access is required to certain units that have within them mechanical devices required to maintain the property, such as irrigation system valves.**

8. **MAINTENANCE REQUESTS.** Tenant recognizes that prompt reporting of maintenance needs is critical to the ability of Tenant and Association to maintain the building and property in a safe condition. All maintenance requests by Tenant related to repair or replacement of general common or limited common elements shall be promptly reported first to Landlord, who shall then be responsible for forwarding such requests to Carriage Park Condominium Association. **Tenant shall promptly report potential safety hazards or building structural damage (especially water leaks) directly to the Association.**

9. **ALTERATIONS.** Tenant shall make no alterations, decorations, or additions to the premises without Landlord's prior written permission, which may require further approval of the Association.

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 Carriage Park 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 or her 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 another casualty, Tenant shall make no claim against Landlord and shall hold it harmless therefor. Tenant shall use his or her 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 Carriage Park 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.** Tenant shall pay the following utilities: Gas Electric ____
[removed 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 Carriage Park 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 provision in this agreement by judgment or court order shall in no way 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 Tenant of any covenant contained herein shall be a breach of this Lease, permitting Landlord and/or Association to exercise

all legal remedies.

23. RENEWAL AND HOLDING OVER. Landlord is not required to enter into a new Lease with 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, and failing which Landlord shall be entitled to charge Tenant the reasonable cost of rekeying the locks or replacing same as damages.

25. ARREARAGE IN CONDOMINIUM ASSESSMENTS. When Landlord, an Association Co-owner, is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. These deductions shall not be a breach of the rental agreement or lease by the tenant. See Bylaws Article VI, Sec. 2(b).

26. 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 Landlord shall designate in writing from time to time.

LANDLORD (Date)

TENANT (Date)

