



TRANSACTION CHECKLIST

Listing-Turn in at the Front Desk

Required Forms

- ☒ Disclosure Regarding Real Estate Agency Relationships (*Lease and Listing*)
 - ☐ Exclusive Right to Sell
 - ☒ Copy of MLS Sheet
-
- ☐ Seller's Disclosure Statement (*applies to residential, condo or multi-family*)
OR
 - ☐ Seller's Disclosure Statement for Vacant Land Only
-
- ☒ Lead Based Paint Disclosure Statement (*Lease and Listing*)
 - ☒ Showing Time - Showing Instructions
 - ☐ America's Preferred Home Warranty (*If applicable*)
 - ☐ Foreign Investment in Real Property Tax Act (FIRPTA) Addendum (*\$300K or more*)
 - ☐ Affiliated Business Arrangement Disclosure Statement (*If using Michigan Allied Title Agency*)

Short Sale Specific

- ☐ Short Sale Addendum to Listing Contract

Lease Specific

- ☒ Lease Form - Exclusive Right to Lease

Buying/Sale-Turn in to the MCA Office

Required Forms

- ☐ Purchase Agreement
- ☐ Copy of MLS Sheet
- ☐ Earnest Money Deposit Receipt Agreement
- ☐ Disclosure Regarding Real Estate Agency Relationships
- ☐ Exclusive Buyer Agency Contract (**Designated Agency**)
- ☐ Addendum to Offer to Purchase (**If Applicable**)
- ☐ Affiliated Business Arrangement Disclosure Statement (**If Using Michigan Allied Title Agency**)
- ☐ FHA/VA Addendum to Purchase Agreement (**If FHA/VA loan**)
- ☐ Customer Fraud Warning
- ☐ Lead Based Paint (**Lease and Buy**)
- ☐ Sellers Disclosure (**Signed by both parties**).

Lease Specific

- ☐ Disclosure Regarding Real Estate Agency Relationships-Lease Transaction
- ☐ Actual Lease Contract
- ☐ Lease Closing Statement



Residential Full

412 N REESE Street, South Lyon 48178-3200

MLS#: **20230061281**
P Type: **Residential**
Status: **Active**

Area: **02212 - South Lyon**
DOM: **N/9/9**

Short Sale: **No**
Trans Type: **Lease ERTL/FS**

LP: **\$1,450**
OLP: **\$1,450**



Location Information

County: **Oakland**
City: **South Lyon**
Mailing City: **South Lyon**
Side of Str:
School Dist: **South Lyon**
Location: **Lake Street/10 Mile & Pontiac Trail**
Directions: **Take Pontiac Trail South to 10 Mile Rd, turn left on Reese**

Parking

Garage: **No**
Grg Sz: **No Garage**
Grg Dim:
Grg Feat:

Lot Information

Acreage: **0.3**
Lot Dim: **100.00 x 130.00**
Rd Front Ft: **100**

Square Footage

Sqft Source: **Owner**
Est Fin Abv Gr: **975**
Est Fin Lower:
Est Tot Lower: **1,013**
Est Tot Fin: **975**
Price/SqFt: **\$1.49**

Layout

Beds: **3**
Baths: **1.0**
Rooms: **8**
Arch Sty: **1/2 Duplex with Land, Bungalow**
Arch Lvl: **1 Story**
Site Desc:

Contact Information

Name: **DAVID ROSEVEAR**
Phone: **(248) 931-8955**

Waterfront Information

Wtrfrnt Name:
Water Facilities:
Water Features:
Water Frt Feet:

General Information

Year Built: **1920**
Year Remod: **2021**

Recent CH: **07/25/2023 : New : PS->ACTV**

Listing Information

Listing Date: **07/25/2023** List Type/Level Of Service: **Exclusive Right To Lease/Full Service**
Activation Date: **07/25/2023** Srvc's Offered: **Arrange Appointments, Accept/Present Offers, Advise on Offers, Assist with Counteroffers, Negotiate for Seller**
Land DWP: Land Int Rate: **%** Land Payment:
Protect Period: **90** Restrictions: Exclusions:
Terms Offered: **Lease** MLS Source: **REALCOMP** Land Cntrt Term: **At Close**
Possession: **At Close**
Originating MLS#: **20230061281**

Lease Information

Application Fee: **\$50.00** Security Deposit: **2,175.00** Additional Fees: **\$200.00**
Terms Offrd: **Lease** Lease Type: **Single Family House** Smoking Allowed:
Lease Length: **12 Months** Parking:
Rent Includes: **Water/Sewer, Snow Removal, Trash Collection (Garbage Pickup), Water, Yard Maintenance**
Includes:
Tenant Amen:
Spec Policies:

Features

Pets Allowed: **No** Entry Location: **Ground Level w/Steps**
Foundation: **Basement** Fndtn Material: **Block**
Foundation Feat: **Drainage System, Sump Pump**
Basement: **Unfinished**
Exterior: **Vinyl** Cnstrct Feat:
Porch Type: **Patio**
Roof Material: **Asphalt**
Appliances: **Dryer, Free-Standing Electric Oven, Free-Standing Refrigerator, Ice Maker, Stainless Steel Appliance(s), Washer**
Interior Feat: **Smoke Alarm, 100 Amp Service, 220 Volts, Cable Available, Circuit Breakers, Furnished - No**
Heat & Fuel: **Natural Gas, Forced Air** Cooling: **Central Air**
Wtr Htr Fuel: **Natural Gas** Road: **Paved**
Water Source: **Public (Municipal), Community** Sewer: **Public Sewer (Sewer-Sanitary)**

Room Information

Room	Level	Dimen	Flooring	Room	Level	Dimen	Flooring
Bath - Full	First/Entry	8 x 5	Ceramic	Bedroom	First/Entry	11 x 9	Wood
Bedroom	First/Entry	11 x 9	Wood	Bedroom - Primary	First/Entry	11 x 9	Wood
Dining Room	First/Entry	13 x 10	Wood	Kitchen	First/Entry	11 x 8	Wood
Laundry Area/Room	First/Entry	8 x 7	Laminate	Living Room	First/Entry	13 x 14	Wood
Other	First/Entry	16 x 7	Laminate				

Legal/Tax/Financial

Property ID: **2120353006** Subdivision: **ALBERT BOTSFORD'S PLAT OF SOUTH LYON**
Ownership: **Standard (Private)** Occupant: **Vacant**
SEV: Taxable Value: Existing Lease: **No** Home Warranty:
Legal Desc: **T1N, R7E, SEC 20 ALBERT BOTSFORD'S PLAT OF THE VILLAGE OF SOUTH LYON LOTS 7 & 8 BLK 11**

Agent/Office Information

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed and to participants of any data share partner MLS.
Sub Ag Comp: **Yes: .5%** List Office Ph: **(734) 459-6222**
Buy Ag Comp: **Yes: .5%** List Agent Ph: **(248) 931-8955**
Trn Crd Comp: **Yes: .5%**
Compensation Arrangements: **Dual**
List Office: **Remerica Hometown**
List Agent: **DAVID ROSEVEAR**
Access: **Appointment/LockBox** LB Description: **Front Door**
Remarks:

Public Remarks: **GREAT LOCATION!! Only 2 blocks from the heart of Downtown South Lyon -- this Corner Lot 3 Bed, 1 Bath, FIRST FLOOR Duplex is a rare find! Completely updated in 2021 while still retaining the Old World Charm of it's 100 year old history. Inside you will find 9 ft. ceilings and tall windows throughout, giving you an open, airy feeling. Wood Floors and Moldings are original, have been refinished and are gorgeous! Entire home has been updated with modern conveniences and energy efficient mechanicals. Kitchen features white cabinetry, granite counter tops and stainless appliances. Brand new Full-Size Washer and Dryer. Main Bedroom can serve as a Home Office with beautiful original French Doors incorporating black-out blinds. Entry Bonus Room features lots of windows and light and is adjacent to the**

Laundry Room. Walking distance to Downtown, Shops, Schools, Restaurants, etc. South Lyon is the place to be! Includes Water/Sewer, Grass Cutting, Snow Removal and Off-Street Parking. Tenant only pays for Electric and Gas. MUST SEE! This one won't last long. NO PETS. 1 1/2 Month (\$2,175) Security Deposit, \$250 Non-Refundable Cleaning Fee. Contact Listing Agent if questions or for a showing. Potential Tenant must be accompanied by a Licensed Agent.

REALTOR®
Remarks:

Showing Agent must have access to SentiKey. Please have your client send their Name and e-mail address to davidfrosevear@gmail.com. Owner will then send them a link so they can apply directly to mysmartmove.com and pay the \$42.99 Application Fee.

Michael Oberstadt | michael@huronvalleyhomes.com | Ph: (248) 360-2900



KW Home Market Center
30500 Northwestern Hwy. Suite 300
Farmington Hills, MI 48334
Phone: 248 626-2100
Fax: 248 626-2103



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8. **MULTI-LIST/COOPERATION:** The **OWNER** acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and the **REALTOR®/BROKER** is authorized to multiple list the Property.

The **OWNER** authorizes the **REALTOR®/BROKER** to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and lease information including lease price and terms upon the acceptance of an Offer to Lease or at any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information so provided to its Participants according to its rules and regulation. The **OWNER** and **REALTOR®/BROKER** release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The **OWNER** authorizes the **REALTOR®/BROKER** to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise, and to offer such compensation to the cooperating **BROKER** as established by the **REALTOR®/BROKER**. The compensation to be paid to a cooperating **BROKER** is completely within the discretion of the **REALTOR®/BROKER** and is not fixed, controlled, recommended, or maintained by any person or entity not a party to this contract, and the **REALTOR®/BROKER** has the authority to change said compensation at any time and further it is understood that compensation paid to a cooperating **BROKER** will be paid from the commission due the **REALTOR®/BROKER** hereunder unless otherwise agreed upon in writing.

9. **SHOWING/SIGNS:** **REALTOR®/BROKER** is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for lease" signs. **REALTOR®/BROKER** shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

10. **LOCK BOX:** The **REALTOR®/BROKER** ☒ is ☐ is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. **OWNER** acknowledges that the lock box is not a security system and agrees to release and hold harmless **REALTOR®/BROKER** and any agents or subagents of **REALTOR®/BROKER** from any liability whatsoever arising from the use of the lock box to provide access to the Property. (OWNER'S initials: TS)

11. **MARKET:** Upon **OWNER'S** written acceptance of the terms of any Offer to Lease, or equivalent, the **REALTOR®/BROKER** shall not continue to market the property nor present any other offers received after the time of acceptance.

12. **REFERRAL:** **OWNER** agrees to refer to the **REALTOR®/BROKER** all inquiries concerning the property during the period of this contract.

13. **HEIRS:** The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

14. **NON-DISCRIMINATION:** It is agreed by the **REALTOR®/BROKER** and the **OWNER**, parties to this agreement, that as required by law, discrimination because of race, creed, color, national origin, sex, marital status, age, height, weight, or physical or mental handicap, or familial status, by said parties in respect to the lease of the subject property is **PROHIBITED**.

15. **INFORMATION:** **OWNER** agrees to provide **REALTOR®/BROKER** or Lessee with all information required by any law.

16. **MARKETABLE TITLE:** The **OWNER(S)** represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

17. **BINDING CONTRACT/CANCELLATION:** This contract shall be binding upon execution by **OWNER(S)** or **OWNER(S)** agents and **REALTOR®/BROKER** or the agent of the **REALTOR®/BROKER**. This contract can be **CANCELLED** or **REVOKED** only by mutual consent of both **REALTOR®/BROKER** and **OWNER** in writing.

18. **OTHER:** _____

19. **ACKNOWLEDGMENT:** The **OWNER** has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

Authentisign
Michael W Oberstadt 08/03/23
 (REALTOR® name) Date
 2730 Union Lake Road, Commerce Township, MI 48382
 (Address)
 KW Showcase Realty
 For (REALTOR®/BROKER Firm)

Authentisign
Test Seller 08/03/23
 (OWNER name) Date
 123 Main Street
 (Address)
 Social Security # _____

 (OWNER name) Date
 123 Main Street
 (Address)

(Rev. 11/12)



LEAD-BASED PAINT LANDLORD'S DISCLOSURE FORM

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 renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

I. Landlord's Disclosure (initial)

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

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below):

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

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord certifies that to the best of his/her knowledge, the Landlord's statement above are true and accurate.

Landlord

Date: 7/21/2023

[Signature]

Date: _____

II. Agent's Acknowledgement (initial)

[Signature] Agent has informed the landlord of the landlord's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 7/21/23

Agent
[Signature]

III. Tenant's Acknowledgement (initial)

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

_____ (b) Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

Tenant certifies to the best of his/her knowledge, the Tenant's statements above are true and accurate.

Date: _____

Tenant(s)

Date: _____



RESPONSIBILITIES OF LANDLORDS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Information for Landlords and Tenants

The disclosure requirements listed below are imposed on landlords of residential housing **built prior to 1978**.

1. Landlords must disclose the presence of any lead-based paint hazards actually known to the landlord. A *Lead-Based Paint Landlord's Disclosure Form* for providing such information is available from your REALTOR®. A tenant must have an opportunity to review the disclosure language prior to becoming obligated under the lease.

a. If the landlord is aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

- i. The landlord's basis for determining that lead-based paint and/or lead-based paint hazards exist;
- ii. The location of the lead-based paint and/or lead-based paint hazards; and
- iii. The condition of the painted surfaces.

b. If a lead-based paint hazard is not known to the landlord, the disclosure must include a statement disclaiming such knowledge.

c. The landlord must provide a list of any records and reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the tenants. (If no such records or reports exist, the disclosure statement should affirmatively state so.)

d. The disclosure must include the following government-mandated *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 renting per-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.


2. Landlord must provide tenants with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*. Again, a copy of this pamphlet is available from your REALTOR®.

Landlord hereby acknowledges that the REALTOR® named below has reviewed the contents of the *Responsibilities of Landlords Under Residential Lead-Based Paint Hazard Reduction Act* with it and provided it with a copy.

Landlord ☒ Tenant ☐

REALTOR®





Date: 7/21/2023

Date: 7/21/23



LANGUAGE FOR LEASE AGREEMENT


LEAD-BASED PAINT ADDENDUM

Note: This language must be used in connection with the lease of residential housing built prior in 1978.

Tenant acknowledges that prior to signing this Lease, Tenant has received and reviewed a copy of the *Lead-Based Paint Landlord's Disclosure Form* completed by the Landlord on July 25, 2023, the terms of which are incorporated herein by reference.

Tenant(s)

Landlord

_____ 

Date: _____

Date: 7/25/2023

Disclosure Regarding Real Estate Agency Relationships – Lease Transactions



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction includes the lease of any real estate consisting of not less than 1 or not more than 4 residential dwelling units.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to lease the client's property or the property the client seeks to lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a lease agreement is executed by all parties and all contingencies are satisfied or waived.

Michigan law requires real estate licensees who are acting as agents of landlords or tenants to advise the potential landlords or tenants with whom they work of the nature of their agency relationship.

LANDLORD'S AGENTS

A landlord's agent, under a listing agreement with the landlord, acts solely on behalf of the landlord. A landlord can authorize a landlord's agent to work with subagents, tenant's agents and/or transaction coordinators. A subagent of the landlord is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the landlord. Landlord's agents and their subagents will disclose to the landlord known information about the tenant which may be used to the benefit of the landlord.

Individual services may be waived by the landlord through execution of a limited service agreement. Only those services set forth in paragraph (2)(b) and (c) above may be waived by the execution of a limited service agreement.

TENANT’S AGENTS

A tenant’s agent, under a tenant’s agency agreement with the tenant, acts solely on behalf of the tenant. A subagent of the tenant is one who has agreed to work with the tenant’s agent with who, like the tenant’s agent, acts solely on behalf of the tenant. Tenant’s agents and their subagents will disclose to the tenant known information about the landlord which may be used to benefit the tenant.

Individual services may be waived by the tenant through execution of a limited service agreement. Only those services set forth in paragraph (2)(b) and (c) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the landlord and the tenant in a transaction, but only with the knowledge and informed consent, in writing, of both the landlord and the tenant.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the landlord or the tenant. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the landlord or the tenant.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the landlord and the tenant.

TRANSACTION COORDINATOR

A transaction coordinator is **a licensee who is not acting as an agent of either the landlord or the tenant**, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A tenant or landlord with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the tenant or landlord. The named “designated” agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent’s supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the tenant or landlord and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:


- ☒ Landlord’s agent
- ☐ Landlord’s agent – limited service agreement
- ☐ Tenant’s agent
- ☐ Tenant’s agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (**A licensee who is not acting as an agent of either the landlord or the tenant.**)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☒ Check here if acting as a designated agent. Only the licensee’s broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee’s broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

K-Lease-3

Further, this form was provided to the tenant or landlord before disclosure of any confidential information.

 Michael W Oberstadt 08/03/23
Licensee Date


Listing Agent Michael Oberstadt

Licensee Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned DOES ✓ DOES NOT have an agency relationship with any other real estate licensee. If another agency relationship exists, the undersigned is represented as LANDLORD TENANT .

 Test Seller
Potential Tenant/Landlord (circle one) TEST SELLER

08/03/23
Date

Potential Tenant/Landlord (circle one)

Date

Disclaimer: This form is provided as a service of Michigan REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

NOTICE: Many local municipalities in Michigan have ordinances governing residential leasing and/or the contents of lease forms. Please check with the appropriate municipality prior to entering into a lease transaction.



RESIDENTIAL LEASE AGREEMENT
With Inventory Checklists

Landlord and Tenant enter into this Residential Lease Agreement on this 3rd day of August, 2023 ("Lease") and agree as follows:

1. PARTIES: The parties to this Lease are as identified:

LANDLORD	TENANT
Name: <u>TEST SELLER</u>	Name: <u>Test Buyer</u>
Address: <u>123 Main Street</u>	Name: <u>Test Buyer's Wife</u>

2. PREMISES: Landlord agrees to rent to Tenant the real property known as 412 N REESE Street, South Lyon, Michigan 48178 ("Premises"). The Premises shall be rented together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for the Tenant's use.

3. TERM: The term of this Lease shall begin on August 3, 2023 ("Commencement Date"), and shall be for a fixed term beginning on the Commencement Date and ending on August 3, 2024 ("Term"). Landlord is anticipating and relying on receipt of all of the rent due for the entire Term but agrees to accept the total rent due for the Term in monthly installments provided Tenant is not in default of this Lease.

4. RENT: Tenant agrees to pay to Landlord rent in the amount of \$1,450.00 per month, paid in advance, on the First day of each month during the Term. Any partial month shall be prorated. Rental payments shall be mailed or delivered to Landlord at Landlord's address listed above, unless otherwise directed by Landlord. Rent must be made in the form of a check, money order, or cashier's check except where other arrangements are made between the parties.

5. SECURITY DEPOSIT: Tenant agrees to pay Landlord the sum of \$2,175.00 (not to exceed the equivalent of 1 1/2 months' rent) as a security deposit, on or before August 7, 2023. Landlord is not obligated to apply this deposit to rent or other charges in arrears. Landlord may use this deposit for (a) actual damages that are the result of conduct not reasonably expected in the normal course of living in the dwelling, (b) past due rent and rent due for premature termination of this lease, and (b) utility bills that are the responsibility of Tenant and not paid by Tenant. Tenant may be liable for damages over and above the amount of the security deposit. The security deposit will be deposited at:

Name of Bank: XYZ Bank
Address: 586 Main Street

6. **NON-REFUNDABLE FEES:** Tenant shall pay to Landlord, in advance of the Commencement Date, the following non-refundable fees as noted:

\$ _____ Cleaning.
\$ _____ Other: _____

7. **PETS:** No pets are allowed unless agreed to by Landlord in writing. Should Landlord elect to permit Tenant to have a pet on the Premises, the parties shall complete a Pet Addendum to this Lease. Service animals that meet the requirements of Michigan and Federal law are not considered “pets” for purposes of this paragraph. A service animal is defined by the ADA to be any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed by a service animal must directly be related to the individual’s disability. Emotional support animals are not considered to be service animals.
8. **LATE FEES:** Late payments of rent shall incur late fees. If a rental payment is up to 10 days late, Tenant agrees to pay a \$ _____ late fee; if payment is received more than 10 days after it is due, Tenant agrees to pay a \$ _____ late fee. Late payment fees are intended to cover Landlord’s additional incurred costs due to the late payment and shall be deemed additional rent. Late fees shall be paid promptly but in no event later than the next scheduled rental payment.
9. **CHRONIC LATE PAYMENT:** Rent is due on the day of the month as set forth above, and notwithstanding any other provision in this Lease, it shall be a default of this Lease if Tenant is chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions any time during this Lease.
10. **HOLDING OVER:** Tenant shall vacate the Premises on or before the expiration date of the Lease. If Tenant retains possession thereafter without Landlord’s written permission, Landlord has thirty (30) days from the last day of the Lease to sue for possession under section 5714(1)(c)(ii) of the Michigan Summary Proceedings Act (holding over after Lease expires). If suit is not initiated within that time, the tenancy shall continue on a month to month basis from the date the Lease expires, and all other covenants of this Lease shall remain in full force and effect; except that rent shall increase by ten percent (10%), beginning on the first day after Lease expiration, regardless of whether suit is brought or the tenancy becomes month-to-month. Landlord’s acceptance of money from Tenant during the thirty (30) days following Lease expiration does not waive Landlord’s right to seek possession as described in this paragraph, and Tenant shall compensate Landlord for all damages caused by Tenant’s unauthorized holdover which damages may include, but are not limited to, hotel, restaurant, and storage expenses for any new tenants whose possession is delayed.
11. **DISHONORED CHECKS:** If Tenant makes a payment due under this Lease with a check that is dishonored by the bank, Tenant shall pay a \$50 dishonored check fee, payable with the next rental payment due after Tenant receives Landlord's written demand for such fee. Dishonored check fees shall be deemed additional rent.
12. **APPLICATION OF PAYMENTS:** Payments made by Tenant to Landlord shall be applied to Tenant’s account in the following manner: first to outstanding late fees and dishonored check fees; second to outstanding attorney fees or court costs legally chargeable to Tenant; third to outstanding utility bills; and fourth to monthly rental installments or additional rent not otherwise specified.

13. UTILITIES AND SERVICES: Landlord and Tenant are responsible for the costs of the following utilities and performing the following services for the Premises as indicated (Check appropriate box):

Garbage removal	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Sewer	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Municipal water	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Natural gas	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Electric	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Internet/Data/TV/Phone	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Association fees	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Lawn maintenance	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Landscaping maintenance	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Leaf raking	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Snow removal	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Water softener salt & filters	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant	<input type="checkbox"/> N/A
Alarm service	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
_____	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A
_____	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> N/A

Tenant acknowledges the Premises uses a propane tank or fuel oil tank which is currently _____% full. Tenant agrees to have at least this amount in the tank at the end of the Lease.

All bills shall be timely paid. Any charges of utility providers due to late payment or other default by Tenant shall be paid by Tenant. Landlord is not responsible for utility service interruptions that are beyond Landlord's control or due to necessary repairs, replacements, or alterations. Should Tenant fail to fulfill any obligation required by this paragraph, Landlord may elect to fulfill that obligation and, in that case, any such payment or service cost incurred by Landlord plus 10% shall be due by Tenant to Landlord as additional rent.

14. USE AND OCCUPANCY: Tenant shall use the Premises only for residential purposes. Landlord agrees to allow any person listed above as Tenant to occupy the Premises, as well as the following persons (list names and relation to Tenant): Test Buyer, Test Buyer's Wife

_____. No other person is permitted to occupy the Premises for more than seven days without the written consent of Landlord. Tenant agrees to use the Premises in accordance with all applicable regulations imposed by any governmental authority; to observe all reasonable regulations and requirements of any insurance company concerning the use and condition of the Premises; to not permit any rubbish, waste, flammable liquids, or explosives to be stored on the Premises; and to follow any rules and regulations provided from time to time by Landlord governing the Premises including but not limited to those set forth on Exhibit A "RULES AND REGULATIONS."

15. **RENTAL APPLICATION:** The rental application submitted to Landlord by Tenant, if any, is incorporated into and made a part of this Lease. Tenant represents the information in the application is true and accurate and acknowledges Landlord has relied on that information in leasing the Premises to Tenant.
16. **DELAY OF POSSESSION:** Possession of the Premises is not guaranteed until Landlord deems the Premises ready for occupancy. Landlord shall not be liable to Tenant for any delay in possession of the Premises due to causes beyond Landlord's direct control. If Landlord is unable to deliver possession within 30 days from the Commencement Date, Tenant shall have the option to terminate this Lease and any money Tenant has paid to Landlord shall be returned to Tenant.
17. **CONDITION OF PREMISES:** Tenant acknowledges no representations about the condition of the Premises have been made and Tenant accepts the Premises for rent in its as-is condition. No promises to alter or to improve the Premises before or during the Term have been made except as expressly contained in this Lease.
18. **INVENTORY CHECKLIST:** Tenant acknowledges receipt of the Inventory Checklist that is included with this Lease, and agrees to return completed to Landlord within seven (7) days after obtaining possession of the Premises. The Premises are conclusively presumed to be in good condition at time of Tenant's possession with no known defects unless Tenant specifies otherwise on the Inventory Checklist.
19. **MAINTENANCE AND REPAIRS:** Tenant shall maintain the Premises in a neat, clean, and orderly manner. Tenant shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. Tenant shall not cause or permit any waste or misuse of any portion of the Premises.
 - a. Landlord shall provide light bulbs for all fixtures at the beginning of the Term. Tenant will replace light bulbs in all lighting fixtures in the Premises during the Term as needed, and will leave working light bulbs in all lighting fixtures by the end of the Lease. Tenant shall change the batteries in the smoke detectors every six months or sooner as needed. Tenant will not remove batteries from smoke detectors or in any other way disarm them. Tenant shall change the furnace filter at least every six months.
 - b. Tenant shall immediately inform Landlord when there is a need for Landlord to perform repairs or maintenance. Landlord shall not be liable for any repair or maintenance when Landlord has not been informed of the need to repair or maintain.
 - c. Any maintenance or repair expense less than \$100 shall be paid by Tenant. Tenant shall be liable to Landlord for all damage to the Premises, including the full expense of any necessary repair or replacement, in any way caused by Tenant or caused by Tenant's failure to timely report the need for repair or maintenance. Tenant shall reimburse Landlord for all permit, inspection, and certification expenses Landlord incurs because of Tenant's noncompliance with this Lease or applicable laws. Any expense not paid by Tenant shall be deemed unpaid rent and shall be due by Tenant with the rental installment for the following month.
 - d. Landlord's reasonable exercise of any right in this Lease shall never be deemed an eviction of Tenant or interference with Tenant's use and possession of the Premises, and Landlord shall have no liability to Tenant because of Landlord's actions in reasonably fulfilling Landlord's obligations. Nothing in this clause waives or lessens Landlord's obligation to maintain and repair the Premises under this Lease or Michigan law.
20. **ALTERATIONS:** Tenant shall make no alteration, additions, or improvements in or to the Premises without Landlord's prior written consent, and then only by licensed contractors, when applicable, in accordance with workmanship and quality standards agreed to in writing in advance by Landlord. All alterations, additions, or improvements to the Premises made shall become the property of the Landlord and shall remain upon

and be surrendered with the Premises at the end of the Term. This includes, but shall not be limited to, additional locks, permitted types of hooks on walls, landscaping and plant material, carpet, paint or any other improvements.

21. **MOLD OR MILDEW:** Tenant acknowledges it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Tenant shall immediately report to the Landlord: (a) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common areas; (b) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (c) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (d) any inoperable doors or windows. Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Tenant, occupants and guests resulting from Tenant's failure to comply with the terms of this paragraph.
22. **DAMAGE TO TENANT'S PERSONAL PROPERTY AND INSURANCE:** Landlord shall not be responsible for any damage to or theft, loss, or destruction of Tenant's personal property, unless the damage is caused by Landlord's willful or gross negligence. Landlord is not responsible for insuring personal property. **Tenant is encouraged to insure Tenant's personal property in an amount sufficient to cover that property.**
23. **QUIET ENJOYMENT:** Tenant shall be entitled to the quiet enjoyment of the Premises during the Term of this Lease, as long as Tenant complies with the terms of this Lease.
24. **ENTRY:** Landlord and Landlord's agents have the right to enter the Premises to make repairs or to show the Premises to prospective tenants or purchasers at reasonable times, provided a good-faith effort is made to notify Tenant and arrange for a mutually convenient time for Landlord's entry. Landlord has the right to access the Premises once per month to check the condition of the home with a 24-hour notice given to Tenant. Landlord agrees to enter only after knocking, to leave the Premises in as good a condition as when entered, to clean and remove dirt and debris which may result from showing the Premises or performing maintenance and repairs, and to lock the Premises when leaving. In the event of an emergency, Landlord or Landlord's agents, and governmental authorities shall have immediate access to the Premises without notice.
25. **SUBLETTING AND ASSIGNMENT:** Tenant shall not sublet or assign the Lease without the prior written consent of Landlord. A sublet or assignment agreement approved by Landlord does not terminate Tenant's responsibility for payment due under this Lease.
26. **DAMAGE TO PREMISES:** If the Premises are damaged or destroyed by fire or other catastrophe during the Term of this Lease, Landlord shall, as soon as possible, repair the Premises, so that they are substantially the same as they were prior to such fire or other catastrophe. Rent payment shall cease if the entire Premises are rendered uninhabitable until such time as the Premises are restored to a habitable condition. In the event only a portion of the Premises are rendered uninhabitable, rent payment shall be prorated until such time as the entire Premises are restored to a habitable condition. There shall be no abatement of rent if the fire or other cause damaging the Premises is the result of the negligence or willful act of Tenant or Tenant's invitees. In the event the Premises shall be destroyed to an extent the Landlord determines the repairs will take an extended length of time or that it is inadvisable to restore the Premises, then Landlord may, at Landlord's option, terminate this Lease by written notice to Tenant.

27. **SURRENDER OF POSSESSION:** At the end of the Term or upon termination, Tenant shall surrender possession of the Premises to Landlord in the same condition as when possession was taken, except for reasonable wear and tear.
28. **KEYS:** On termination of this Lease, Tenant shall return all keys to the Premises to Landlord. Tenant shall not re-key or install a new lock on any door to the Premises without Landlord's written consent.
29. **CONTROLLED SUBSTANCES:** This Lease may be terminated because Tenant, a member of Tenant's household, or other person under Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises. Landlord may terminate the tenancy by giving Tenant a written 24 hour Notice to Quit. This subsection applies only if a formal police report has been filed by the Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in Schedule 1, 2, or 3 pursuant to sections 7211-7216 of 1978 PA 368, MCL 333.7211-7216. The growing, cultivation, distribution, processing, sale, or display of marijuana and marijuana accessories is strictly prohibited anywhere on the Premises. Notwithstanding any provision to the contrary, this Lease does not prohibit Tenant from lawfully possessing or consuming marijuana by means other than smoking in accordance with MCL 333.27954(4) and the Michigan Regulation and Taxation of Marihuana Act, as amended.
30. **SMOKE-FREE:** Tenant agrees and acknowledges the dwelling located on the Premises has been designated as a smoke-free living environment. Tenant, occupants, and invitees shall not smoke anywhere in the dwelling. The term "smoke" or "smoking" for purposes of this Lease means: inhaling, exhaling, vaping, or breathing any tobacco product, marijuana product (medical or recreational), or similar product through the use of a cigar, cigarette, or other device in any manner or in any form including lighted, electronic, or otherwise. Any outdoor use must be compliant with Michigan law and be at least 10 feet from the dwelling.
31. **ABANDONMENT:** If during the Term Landlord believes that Tenant has abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove remaining possessions of Tenants without liability. Abandonment is presumed conclusively if rent is unpaid for fifteen days following the due date and (a) a substantial portion of Tenant's possessions have been removed or (b) acquaintances of Tenant or other reliable source advises Landlord that Tenant has left without intending to reoccupy the Premises. If Tenant abandons or surrenders the Premises at any time and leaves personal property there, it shall be considered abandoned without Tenant claiming any more interest in it. Landlord may thereafter dispose of the personal property however Landlord chooses, and Tenants shall reimburse Landlord for all costs Landlord incurs in that regard.
32. **DEFAULT:** Tenant's failure to comply with any provision of this Lease is a default. If Tenant defaults, Landlord may have all remedies legally permitted, including termination of this tenancy, retaking possession, and declaring all remaining rental installments immediately due and owing. Landlord remedies are cumulative and not alternative as allowed by law. Tenant shall reimburse Landlord for all damages, attorney fees, costs, and expenses caused by Tenant's default, including costs of re-renting the Premises, preparing the Premises for rental, and rent for the remainder of the Term which Landlord does not collect through mitigation. Interest in the amount of 7% per annum shall accrue on any sums due to Landlord from the date Tenant vacates. Tenant may not be liable for the total accelerated rent because of Landlord's obligation to mitigate damages, and either party may have a court determine the actual amount owed. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenant's Premises. Failure of Landlord to declare a default or assert a

particular remedy shall not be deemed a waiver of any future right to declare a default or assert a particular remedy.

33. **HOLD HARMLESS:** Tenant agrees for themselves, their heirs, and executors to save and hold Landlord harmless from any and all damages or liability that results from Tenant's use and occupancy of the Premises provided such damages or liability do not result from the negligent acts or omissions of Landlord or Landlord's agents.
34. **WAIVER OF SUBROGATION:** Each party releases the other party from any liability for loss, damage, or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured party under such insurance policy.
35. **SEVERABILITY:** If any provision of this Lease is found by a court to be invalid, unlawful, or unenforceable to any extent, that finding shall not invalidate any other clause or provision of this Lease.
36. **ENTIRE AGREEMENT:** This Lease and any and all addenda executed between the parties, constitutes the entire agreement between Landlord and Tenant and may not be altered, amended or changed in any manner unless in writing signed by the parties. Tenant acknowledges and agrees no verbal promises, representations or agreements have been made.
37. **JOINT AND SEVERAL OBLIGATION:** Each party listed above as Tenant is jointly and severally (individually) liable for all obligations of this Lease. If one party listed as Tenant fails to pay rent, any other party listed as Tenant will be held liable for that unpaid obligation.
38. **NOTICES:** Any notices under this Lease shall be in writing. Notices to Landlord shall be delivered to Landlord personally or by first-class mail fully prepaid at Landlord's address listed above or unless otherwise notified by Landlord. Notices to Tenant shall be delivered to Tenant personally or by first-class mail fully prepaid at the Premises unless otherwise notified by Tenant. The date of service shall be the date of hand delivery or the mailing date except where otherwise provided by law.
39. **LEAD BASED PAINT DISCLOSURE:** The parties have executed the disclosure attached as Exhibit B.
40. **FAIR HOUSING ACT:** A Tenant requesting a reasonable accommodation or reasonable modification under the Fair Housing Act must meet the requirements of applicable law and follow the notice provisions of this Lease.
41. **LIMITED CANCELLATION RIGHTS:** Landlord shall have the limited right to cancel this Lease in the event Landlord is not able to perform its obligations as a result of action by a governmental authority, including but not limited to condemnation, failure to certify or approve the Premises for rent, or the passing of a governmental order or law after the date of this Lease.

Tenant shall have the limited right to cancel this Lease under the following circumstances only:

- a. A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to Landlord if (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof or (ii) Tenant has become incapable during the term of living independently, as certified by a physician in a notarized statement.
- b. A Tenant who enters military service after execution of this Lease, or a current service member who executes this Lease and thereafter receives military orders for a permanent change of station or to

deploy for not less than ninety (90) days, may terminate this Lease at any time after entry into military service or the date of Tenant's military orders. A Tenant who wishes to exercise this right of termination must give notice in compliance with the Servicemembers Civil Relief Act, 50 USC § 3955, and rent shall be paid or refunded accordingly.

- c. A Tenant who has a reasonable apprehension of present danger to Tenant or Tenant's child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

42. TIME: From the date of execution, time is of the essence for this Lease.

43. OTHER:

NOTICE: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 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.

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.

Tenant and Landlord have read and understand the entire Lease. Tenant and Landlord voluntarily agree to all of its terms and conditions.

Tenant Date

Test Buyer
Print name

 *Test Seller* 08/03/23

Landlord Date

TEST SELLER

Print name

Tenant Date

Test Buyer's Wife
Print name

Landlord Date

Print name

DISCLAIMER: This form is provided as a service of the Livingston County Association of Realtors® and was last updated as of the date set forth below. The publication of this form is in no way a representation that it is appropriate for a particular situation and/or that it is adequate without modification. There are federal, state and local laws governing landlord/tenant relationships, and this form is not a substitute for legal advice. The Livingston County Association of Realtors® is not responsible for the use or misuse of this form.

EXHIBIT A

RULES AND REGULATIONS

1. Tenant shall refrain from any conduct that disturbs or interferes with the privacy and quiet enjoyment of neighbors to the Premises.
2. Tenant will not damage or deface walls, floors, tiles, ceilings, woodwork, or partitions with any items including nails, screws, or adhesives. Nothing, including clothes, towels, pictures, or any other item, shall be hung from ceilings, pipes, sprinklers, or any fixtures.
3. Tenant will not varnish, paint, paper, or otherwise decorate any walls, floors, doors, woodwork, or cabinets without Landlord's written permission.
4. Any furnishings, appliances, and equipment on the Premises as of the Commencement Date are being leased in an "as is" condition and shall not be removed from the Premises. In the event these items are removed from the Premises or damaged beyond repair by Tenant, Tenant shall be responsible for the replacement cost of each.
5. Vehicles shall only be parked in the garage or on the driveway. At no time shall vehicles be parked on the lawn. Tenant is responsible for any necessary cleanup or repair of damages to surfaces caused by Tenant.
6. Tenant will act reasonably to conserve water and energy, and will report running toilets and faucets to Landlord.
7. There shall be no changes to the lawn or landscaping without Landlord's prior written consent.
8. Tenant will use toilets, tubs, and sinks only for their primary purpose and will never use them to do laundry or dispose of sweepings, rubbish, rags, garbage, feminine hygiene products, diapers, or other items likely to clog. Tenant is liable to pay Landlord for any expense Landlord incurs for repairing damage caused by Tenant, including but not limited to unclogging toilets and drains.
9. There shall be no accumulation of garbage. Tenant shall return cans and bins to their normal noncurbside location following pick-up on the same day.
10. Tenant shall provide Landlord with a current phone number for Tenant at all times.
11. Tenant shall follow any additional rules and regulations applicable to the Premises from any homeowners or condominium association.

EXHIBIT B


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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint 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]*.
 **TS** ✓ (ii) Lessor 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) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing *[list documents below]*.
 **TS** ✓ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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


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

Agent's Acknowledgment (initial)

 **MWO** (e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

As of August 3, 2023, 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.

 **Test Seller** (Lessor) _____ (Lessee) _____ (Agent)
08/03/23 (Lessor) _____ (Lessee) _____ (Agent)

Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____
Living room		
Thermostat	_____	_____
Air conditioner	_____	_____
Door	_____	_____
Windows & screens	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
TV cord & adaptor	_____	_____
Curtains or draperies	_____	_____
Light fixture	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____
Bathroom No. 1		
Bathtub/shower	_____	_____
Sink & counter	_____	_____
Medicine cabinet	_____	_____
Vent fan	_____	_____
Ceramic tile	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Bathroom No. 2		
Bathtub/shower	_____	_____
Sink & counter	_____	_____
Medicine cabinet	_____	_____
Vent fan	_____	_____
Ceramic tile	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Curtains or draperies	_____	_____
Windows	_____	_____
Closets	_____	_____
Shelves	_____	_____
Doors	_____	_____
Toilet	_____	_____
Other	_____	_____

Bedroom No. 1

Doors

Windows & screens

Light fixture

Walls/ceiling & paint

Carpet/floor

Closets

Curtains or draperies

Furniture

Shelves

Other

Bedroom No. 2

Doors

Windows & screens

Light fixture

Walls/ceiling & paint

Carpet/floor

Closets

Curtains or draperies

Furniture

Shelves

Other

Bedroom No. 3

Doors

Windows & screens

Light fixture

Walls/ceiling & paint

Carpet/floor

Closets

Curtains or draperies

Furniture

Shelves

Other

Bedroom No. 4

Doors		
Windows & screens		
Light fixture		
Walls/ceiling & paint		
Carpet/floor		
Closets		
Curtains or draperies		
Furniture		
Shelves		
Other		

Basement/storage

Windows		
Walls/ceiling & paint		
Closets		
Floors		
Doors		
Other		

Hallway(s)

Doors		
Walls/ceiling & paint		
Floors		
Windows		
Other		

Stairwell

Doors		
Walls/ceiling & paint		
Floors		
Windows		
Railings		
Other		

Garage or parking area

Windows		
Walls/ceiling		
Shelves		
Paint		

Doors	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____
Date utilities notified		
Gas company	_____	_____
Electric company	_____	_____
Water & sewer	_____	_____
Number of keys	_____	_____

_____ Landlord	(date)	_____ Tenant	(date)
-------------------	--------	-----------------	--------

_____ Landlord	(date)	_____ Tenant	(date)
-------------------	--------	-----------------	--------

RECEIPT FOR INVENTORY CHECKLIST AND LEASE

Tenant acknowledges receipt of two Inventory Checklist forms and a signed copy of the Lease for the Premises located at 412 N REESE Street, South Lyon, Michigan 48178. Tenant understands Tenant's obligation to return one completed checklist to Landlord within seven days of obtaining possession of the rental unit. If one completed checklist is not returned to Landlord within this time, Tenant understands Landlord will presume no real or personal property on the Premises is damaged or flawed in any respect.

Dated: _____

Tenant

Dated: _____

Tenant

ITEMIZED LIST OF CHARGES
(for Landlord use only upon Tenant move-out)

Property Address: 412 N REESE Street, South Lyon, Michigan 48178

Tenant Name: Test Buyer, Test Buyer's Wife

Forwarding Address: xxx Main Street

Date List Mailed to Tenant: _____

CREDITS

- | | | |
|----|------------------|----------|
| 1. | Security Deposit | \$ _____ |
| 2. | Other | \$ _____ |

TOTAL CREDITS \$ 0.00

CHARGES

- | | | |
|----|---|----------|
| 1. | Rental arrearage | \$ _____ |
| 2. | Rent due for premature termination of the Lease by the Tenant | \$ _____ |
| 3. | Tenant's utility bills not paid by the Tenant | \$ _____ |
| 4. | Damages to property and estimated cost of repair: | |
| | a. _____ | \$ _____ |
| | b. _____ | \$ _____ |
| | c. _____ | \$ _____ |
| | d. _____ | \$ _____ |
| | e. _____ | \$ _____ |

TOTAL CHARGES \$ 0.00

AMOUNT OWED TO TENANT

(if charges are less than credits, Tenant is entitled to receive this amount)

\$ _____

ADDITIONAL AMOUNT OWED TO LANDLORD

(if credits are less than charges, Tenant owes this additional amount to Landlord)

\$ _____

YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME, OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.

Today's Date: 08 / 03 / 2023

☒ New Listing ☐ Change to Existing Listing ☐ Is an Exception

Listing Address: 412 N REESE Street, South Lyon, Michigan 48178

MLS Listing #: 20230061281

Reason:
Date: / /20 to / /20
Time: : AM to : AM
Only On: ☐ Mon ☐ Tue ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun

Call Order #
Listing Agent: Michael W Oberstadt Office Name: KW Showcase Realty
Mobile: (248) 360-2900 Alt. Phone:
Email: michaeloberstadt@kw.com
I want to Confirm ☒ Just send an FYI
Phone Email Text
Notification of Conf & Canc'd Appts. via
Phone Email Text

Call Order #
Agent
Owner
Occupant
Name: TEST SELLER
Mobile: (248) 215-8000 Alt. Phone:
Email:
I want to Confirm ☒ Just send an FYI
Phone Email Text
Notification of Conf & Canc'd Appts. via
Phone Email Text

Call Order #
Agent
Owner
Occupant
Name:
Mobile: Alt. Phone:
Email:
I want to Confirm ☐ Just send an FYI
Phone Email Text
Notification of Conf & Canc'd Appts. via
Phone Email Text

Call Order #
Agent
Owner
Occupant
Name:
Mobile: Alt. Phone:
Email:
I want to Confirm ☐ Just send an FYI
Phone Email Text
Notification of Conf & Canc'd Appts. via
Phone Email Text

Appointment Handling
Appointment Type
Appointment Restrictions
Lead Time
Max Appt. Length

Access Information
Disarm Code:
Arm Code:
Passcode:
Alarm Notes

Notes to Appt. Staff
Notes to Showing Agent
Please leave card. Scramble lockbox when leaving. Return and secure key in lockbox.
Please lock doors. Please remove shoes or wear booties. Please turn off lights.