



# 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 Location: **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

Authentisign  
TB

Authentisign  
TW



**K-Lease-1**

## 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.

## K-Lease-2

### 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.

Authentisign  
*Michael W Oberstadt*  
 Licensee Date

Michael Oberstadt

Listing Agent

Licensee Date

## ACKNOWLEDGMENT 08/03/23

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      .

Authentisign  
*Test Buyer*  
 Potential Tenant/Landlord (circle one) ☒ Test Buyer

08/03/23

Date

Authentisign  
*Test Buyers Wife*  
 Potential Tenant/Landlord (circle one) ☒ Test Buyer's Wife

08/03/23

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.



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## Exclusive Buyer Agency Contract (Short Form – Designated Agency)



Brokerage Firm: KW Showcase Realty ("Brokerage Firm")  
 Designated Agent(s): Michael W Oberstadt ("Designated Agent")  
 Designated Agent(s) Email Address: michaeloberstadt@kw.com  
 Designated Agent(s) Phone # (248) 360-2900 Designated Agent(s) Facsimile # \_\_\_\_\_  
 Supervisory Broker: David Botsford  
 Buyer(s): Test Buyer, Test Buyer's Wife ("Buyer")  
 Buyer's Home Address: 2730 Union Lake Road Buyer's Phone # (248) 214-1309  
 Buyer's Email Address: \_\_\_\_\_ Buyer's Facsimile # \_\_\_\_\_

1. **PURPOSE:** Brokerage Firm and Buyer hereby designate the agent(s) listed above as the Buyer's Designated Agent to assist Buyer in purchasing real estate. Buyer shall have an agency relationship with ONLY Brokerage Firm and the Designated Agent and the Supervisory Broker named above. **Brokerage Firm shall be compensated by the seller or the listing broker.** Buyer acknowledges that neither Designated Agent nor Supervisory Broker is acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Buyer should contact professionals on these matters.
2. **TERM/CANCELLATION:** This Agreement is entered into this 3rd day of August 2023. This Agreement shall expire on October 3, 2023. This Agreement may be cancelled only by the mutual consent of the parties in writing.
3. **CONFIDENTIAL INFORMATION:** Designated Agent and Supervisory Broker will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship.
4. **CONFLICT OF INTEREST (BUYERS):** Buyer acknowledges that Designated Agent may represent other Buyers desirous of purchasing property similar to the desired property.
5. **CONFLICT OF INTEREST (SELLERS):** In the event Buyer elects to make a bona fide offer on real property listed by Designated Agent, Designated Agent shall act as disclosed dual agent of both Buyer and the seller pursuant to a written agreement.
6. **NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Buyer, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the purchase of the desired property is prohibited.
7. **ELECTRONIC COMMUNICATIONS:** The parties agree that this agreement, any modification of this agreement and any written communication in connection with this agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
9. **OTHER:** \_\_\_\_\_

10. **RECEIPT:** Buyer has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Michael W Oberstadt  
(REALTOR®)

08/03/23

\_\_\_\_\_  
(Buyer)

For:  
KW Showcase Realty  
(Brokerage Firm)

\_\_\_\_\_  
(Buyer)

Date: 08/03/23

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.





# 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)

MC (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):

\_\_\_\_\_  
\_\_\_\_\_

MC ☒ 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)

DR 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)

TB TW

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

TB TW

(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: 08/03/23

Tenant(s)

Authentisign

*Test Buyer*

Date: 08/03/23

Authentisign

*TestBuyers Wife*



## **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

Authentisign  
Test Buyer 08/03/23

Authentisign  
TestBuyers Wife 08/03/23

Date: 08/03/23

[Signature]

Date: 7/25/2023

**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, 2024 ("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

Initials TS TB TW Landlord  
Tenant

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.”

Initials TS TB TW Landlord  
Tenant

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




Initials TS Landlord  
TB TW Tenant

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.

Initials	<div>Authentisign TS</div>	Landlord
	<div>Authentisign TB</div> <div>Authentisign TW</div>	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




Initials  Landlord  
  Tenant

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

Initials		Landlord
		
		Tenant










## 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.

Initials  Landlord  
  Tenant

## 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)

 TB

 TW

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

 TB

 TW

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

#### Agent's Acknowledgment (initial)

Landlord's Agent (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)

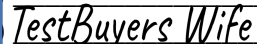
 Test Buyer

(Lessee)

 Michael W Oberstadt

(Agent)

\_\_\_\_\_  
(Lessor)

 Test Buyers Wife

(Lessee)

\_\_\_\_\_  
(Agent)

08/03/23

08/03/23

08/03/23



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)
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## 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.**



# Application for Leasing or Rental



The undersigned hereby submits the following information as an application to lease/rent the following described property commonly known as (NOTE: this application is not a lease).

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

**A. Information About the Applicant(s) and Occupant(s):**

1. Name of Applicant Test Buyer  
 Social Security Number \_\_\_\_\_  
 Name of Co-applicant Test Buyer's Wife  
 Social Security Number XXX-XX-XXXX  
 Other Occupants 2 Children
2. List any pets (Dogs, Cats, etc.) \_\_\_\_\_
3. Previous Address 12345 Main Street  
 Rented \_\_\_\_\_ Leased \_\_\_\_\_ Owned ☒ Phone Number (248) 214-8000  
 Monthly Payment \$ 1,500.00
4. Name and Address of Prior Landlord(s) Joe Landlord -- xxxx Main Street, Anywhere MI 48012
5. Names and Addresses of Two References \_\_\_\_\_  
Joe Employer Phone Number (248) 213-8284  
Karen Smith, previous Landlord Phone Number \_\_\_\_\_

**B. Financial Information**

1. Occupation of Applicant(s) Auto Mechanic Phone Number \_\_\_\_\_
2. Name of Employer(s) XYZ Auto
3. Address of Employer(s) 789 Main Street Phone Number (248) 261-8789
4. How long employed 8 Years
5. Annual Income: Year 2023 \$ 53,000.00 Year 2022 \$ 53,000.00 YEAR 2021 \$ 53,000.00
6. Other sources of income \_\_\_\_\_
7. Annual Income from other sources \_\_\_\_\_
8. Debt or Obligations (List Creditor and Amount)  
XXXXXXX

**C. Applicant(s) agrees and consents to:**

1. Provide Broker with employment letters and understands that this application cannot be processed without them.
2. The Broker securing a credit check and agrees to reimburse them for said expense, not to exceed Twenty Dollars (\$20.00).
3. Provide Broker with reference letter from prior landlord.

Applicant warrants that the preceding information is a complete and accurate representation of all facts.

Applicants Signature Test Buyer 08/03/23

Co-applicant's Signature Test Buyers Wife 08/03/23

Witness \_\_\_\_\_

Broker Michael W Oberstadt 08/03/23

Broker acknowledges receipt of \$ \_\_\_\_\_ as earnest money to be held and applied to a lease, when accepted by the Landlord, otherwise to be refunded.

Broker \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_

## Residential 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.

Landlord WITNESSETH That TEST SELLER  
In their capacity as \_\_\_\_\_ herein designated as \_\_\_\_\_ LESSOR, LANDLORD,  
does hereby, this 3rd day of August in consideration of the rents to be paid,  
Tenant's representation in Tenant's rental application, covenants and agreements to be  
performed by the LESSEE, TENANT, let and lease to Test Buyer, Test Buyer's Wife

Tenant \_\_\_\_\_

hereinafter designated as the TENANT(S), the following described premises located in the  
City \_\_\_\_\_ of South Lyon County of Oakland  
State of Michigan.  
Legal Description T1N, R7E, SEC 20 ALBERT BOTSFORD'S PLAT OF THE VILLAGE OF SOUTH  
LYON LOTS 7 & 8 BLK 11

Address MORE commonly known as: 412 N REESE Street, South Lyon, Michigan 48178

Term For a term beginning the 3rd day of August 2024 and ending the 3rd day of  
August 2024 to be used and occupied solely by the aforementioned Tenant(s) and by  
the following named occupants:  
Test Buyer, Test Buyer's Wife  
Other: \_\_\_\_\_

\_\_\_\_\_ exclusively for single residential purposes only.

If Tenant shall fail to make payment of the rent by the first day of the month when the same is due, or if Tenant shall default in the performance of any other covenants or conditions contained in this Lease, then Landlord may terminate this Lease and repossess the premises, whereby the entire remaining unpaid balance of the rent shall be immediately due and payable. The parties acknowledged that under Michigan law, Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. If the Tenant shall fail or refuse to vacate the premises upon such default, then the Landlord may at any time thereafter resume possession by any lawful means to remove the Tenant or other occupants and their effects, by ejection proceedings or otherwise.

THE TENANT(S) HEREBY HIRES SAID PREMISES FOR THE TERMS AFORESAID AND COVENANTS.

Rent (1)To pay the Landlord as rental for said premises the sum of:  
Seventeen Thousand Four Hundred Dollars Dollars  
(\$17,400.00) represented by the rent payable over the term of the Lease. Said rent shall be due and payable during the continuance of this Lease in equal monthly installments of One Thousand Four Hundred Fifty Dollars Dollars  
(\$1,450.00). in advance on the first day of each month, in lawful United States currency, delivered to the Landlord at:

Where to Send Rent	123 Main Street, Anywhere, MI 48012 or at such place as Landlord may designate from time to time in writing.
Notice to Landlord	Notices required under the Truth in Renting Act or provided for hereunder shall be sent to <u>TEST SELLER</u> at <u>123 Main Street, Anywhere, MI 48012</u> or to such other person and/or address as the Landlord may from time to time in writing supply to the Tenant(s).
Security Deposit	(2) To deposit with the Landlord a Security Deposit in the amount of: <u>Two Thousand One Hundred Seventy Five Dollars</u> Dollars (\$ <u>2,175.00</u> ), which shall be held and administered by the Landlord pursuant to Michigan Public Act 348 of 1972, as reflected in a separate notification.
Use	(3) To use and occupy the said remises exclusively for residential purposes and only be the Tenant(s) and occupants whose names appear herein unless otherwise agreed upon in writing by the Landlord.
Government Regulations	(4) To maintain the premises in accordance with all police, sanitary and other regulations and restrictions imposed by any government authority and any homeowners association.  (5) To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises to reduce fire hazards and insurance rates, and not permit or allow any rubbish, waste materials or products to accumulate on the premises.
Bankrupt	(6) That in the event Tenant(s) is declared a bankrupt or the estate of Tenant(s) passes to a receiver appointed by a court, the Lease shall, at option of the Landlord, terminate upon thirty (30) days written notice.
Assign	(7) That the Tenant(s) will not assign or transfer this Lease, or hypothecate or mortgage the same or sublet said premises, or any part thereof, without the written consent of the Landlord.
Maintenance	(8) To keep the premises, including the equipment and fixtures of every kind and nature, in good repair during the term of this Lease at the expiration thereof to yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted.
Charge to Tenant	(9) That the Tenant(s) will pay all charges made against or incurred at said premises (exclusive of property taxes, insurance), including but not limited to, telephone, water, sewage, electricity, gas, oil, rubbish collection, and recycling fees.
Yard Maintenance	(10) That the Tenant(s) will at Tenant's own expense, during the continuation of the lease, maintain the landscaping, including but not limited to fertilizing, weeding, and trimming and Tenant(s) will not remove or rearrange the landscape without prior written consent of the Landlord. Tenant(s) will be responsible for snow removal from walkways. In the event, Tenant fails to do so, Landlord shall have the right, among others, to have the lawn, landscaping and snow removal maintained as aforesaid, and in that event, Tenant shall pay Landlord the cost thereof immediately following receipt of an invoice therefore.
Repair Expense	(11) Tenant is solely responsible for maintaining the premises,, provided, however, that unless a repair is necessitated by the negligence or intentional misconduct of the Tenant, Tenant shall only be responsible for the first \$ _____ for each repair and/or service call.
Alterations	(12) That the Tenant(s) will not make any alterations or additions or improvements to said premises, including keys and locks, without prior written consent of the Landlord and that written approval shall not be construed by the Tenant(s) as an assumption of the expense



or liabilities therefore by the Landlord nor shall such written approval after the covenants that if Tenant(s) redecorate, Tenant(s) will return the premises to its original decoration at the Tenant's own expense at the termination of the lease unless Tenant has secured written consent of the Landlord to the contrary.

Show (13) The Tenant(s) hereby agrees that for a period of thirty (30) days prior to the termination of this Lease Tenant(s) will permit the Landlord to show said premises between the hours 9 a.m. to 9 p.m.

Vacate (14) Tenant shall vacate the premises on the termination date unless the term of the lease Notice has been extended by a written addendum to the Lease or by a new Lease.

Damage (15) Except as may be provided by law, the Tenant(s) covenants not to hold the Landlord responsible to any manner for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any trespassers.

(16) If the said premises become wholly untenable through damage or destruction not occasioned by the negligence of the Tenant(s) this Lease shall be void. If partially untenable, the Landlord shall repair the same with all deliberate speed, and the obligation of the Tenant(s) to pay the monthly rental shall continue provided the repairs shall be completed within forty (40) days.

WAIVER OF SUBROGATION: Each party releases the other party from the liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the other party, under a policy that permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the insured party under the policy.

ABANDONED PROPERTY: Any of Tenant's property left in, at or about the premises at the time the Tenant vacates the premises shall be deemed to be abandoned by the Tenant and Tenant hereby authorizes Landlord to dispose of same as abandoned property and charging Tenant disposal fee.

Hold (17) The Tenant(s), upon payment of the rental at the time and in the manner aforesaid and upon performing all these covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

Eminent (18) The Landlord and Tenant(s) expressly agree between them that if, during the term of Domain the Lease, the premises shall be taken which shall result in a total or partial eviction under the power of eminent domain, this Lease shall terminate as of the date of taking. Tenant shall have no right to any payment or compensation in convection with any condemnation of the premises.

Holdover (19) This Lease shall terminate and the Tenant(s) shall vacate said premises at expiration of the term stated herein, and it is expressly agreed that there shall be no right to hold over, notwithstanding, the Tenant(s) and the Landlord may, prior to the end of said term, enter into a written agreement to extend said term and the covenants herein set forth.

Lead-Based (20) Tenant acknowledges, that prior to signing this Lease, Tenant has received a copy of Paint the Lead-Based Paint Disclosure form completed by Landlord on August 3rd, 2023.

Disclosure (21) It is expressly agreed that the Landlord reserves the right to subject and subordinate Mortgage this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises, or to subsequent owners of said property who may acquire the premises subsequent to the date of execution of this Lease including but not limited to, transfers of ownership by purchase, gift, and inheritance.

Personal (22) Tenant(s) hereby acknowledges that the personal property \_\_\_\_\_ Property listed in Schedule attached hereto, are on the premises and agrees to leave same upon

vacating. Return of Property Bond is required on this personal property in the amount of: \_\_\_\_\_ Dollars  
 (\$\_\_\_\_\_).

**Pets** (23) Tenant(s) hereby agrees that no pets shall be allowed on the premises without the express written consent of the Landlord.

(24) The Tenant(s) expressly agrees that any misrepresentation of any facts or information supplied to the Landlord or Landlord's Agent by Tenant(s) upon entering the Lease or during its duration shall constitute a breach of the Lease and shall terminate the Lease at the election of the Landlord.

**Liquor & Drugs** (25) The Tenant(s) agrees that drugs or intoxicating liquors will not be sold or manufactured on the premises. The use of illegal drugs is prohibited.

**Security Deposit Use** (26) It is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be applied by Tenant on the last month's rent.

**Destruction** (27) Premises will be available for inspection upon a 48-hour notice. If Tenant(s) is unduly hard and destructive to property, so that Landlord could show cause for eviction in the professional opinion of Landlord and/or Agent and the Real Estate Agent, lease will be cancelled and Tenant will be required to vacate within thirty (30) days of written notification and costs to be borne by the Tenant(s).

**Transfer** (28) Landlord agrees that in the event Tenant(s) incurs a job transfer, this Lease may be cancelled upon sixty (60) days written notice from Tenant's employer and any expense for release to be borne by Tenant(s). Privilege will be granted Landlord and/or Agents to allow showing of premises to prospective tenants.

**Termination of Lease** (29) Michigan law provides that a tenant who has occupied a rental unit for more than thirteen (13) months may terminate a lease by a sixty (60) day written notice to the landlord if one of the following occurs: (a) the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in Senior Citizen Housing and provides Landlord with written proof of that eligibility; or (b) the Tenant becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

(30) This Agreement constitutes the entire Agreement between the Landlord and Tenant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Landlord and Tenant. All oral discussions, proposals, negotiations and representations, made and had prior to the execution of the Agreement, shall be considered merged herein and of no further effect. If two or more persons execute this Agreement as Landlord and/or Tenant, their obligations hereunder shall be joint and several.

OTHER CONDITIONS: The Michigan Truth in Renting Act prohibits the inclusion of provisions covering a wide variety of subjects. Before adding conditions to this form, the parties hereto should consult with their lawyers or other qualified persons to determine that any additional provisions are not in violation of said Act.

LATE CHARGES AND RETURN CHECK CHARGE: Tenant shall pay a late charge of \$500.00 if the monthly installment of rent is not received by the Landlord on the due date and an additional charge, of \$50.00 if the monthly installment of rent is not received by the Landlord by the Last day of the month in which it is due. Tenant

shall also pay Landlord a \$ 25.00 processing charge for any check of the Tenant's which is returned because of insufficient funds, a closed account, or any other similar cause. In the event that Tenant's check is returned because of insufficient funds, a closed account, or any similar cause, the Landlord shall have the right to require Tenant to pay the monthly installment of rent by cash, money order, certified check, or cashier's check. Such rent shall not be considered paid until it is actually received by the Landlord.

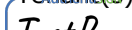
(31) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

 Test Buyer 08/03/23 (L.S.)

Tenant(s)

Witness

 Test Buyers Wife 08/03/23 (L.S.)

Tenant(s)

Witness

\_\_\_\_\_  
Tenant(s)

Witness

\_\_\_\_\_  
Tenant(s)

Witness

 Test Seller 08/03/23 (L.S.)

Landlord

Witness

\_\_\_\_\_  
Landlord

Drafted By: Landlord's Agent

 By: Michael W Oberstadt 08/03/23

Commission

Landlord agrees to pay Broker a commission of 1450 for Lease. Further, in the event this property is offered for sale, the Landlord/Seller will pay a commission of \_\_\_\_\_. This Lease is a contract negotiated cooperatively by and through:

KW Home Realty and  
XYZ Realty licensed Brokers.

KW Home Realty

 Test Seller 08/03/23

Listing Broker

Landlord



## LEASE RENTAL AGREEMENT — CLOSING STATEMENT

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

Landlord(s): TEST SELLER

Tenant(s): Test Buyer, Test Buyer's Wife

Term of Lease: 12 Months

Start Date: 8/3/2024 thru 8/3/2024

Tenant(s) Charges:	\$ _____	Prorated Rent
	\$ _____	First Month's Rent
	\$ _____	Security Deposit
	\$ _____	Cleaning Fee
	\$ _____	Pet Deposit
	\$ _____ 0.00	TOTAL

Landlord Charges: Commission \$1450 to Listing Broker/Tenant Broker (see below)

### TENANT(S) SHOULD HAVE CASHIER'S CHECK(S) MADE PAYABLE TO:

1. TEST SELLER For Security Deposit (11/2 mo) \$ 2,175.00  
Landlord
2. TEST SELLER For Cleaning fee/Pet Deposit etc \$ 200.00  
Landlord
3. Keller Williams for 1/2 of Buyers 1st Months rent \$ 725.00
4. XYZ Realty for other 1/2 of Buyers 1st Months rent \$ 725.00 (if applicable)  
Other Broker

It is agreed and understood that this agreement confirms a commission has been paid by the landlord to the listing broker and authorizes the disbursement of funds as identified above. The commission has been paid for brokerage services in procuring the tenant for this lease.

It is also understood that the lease agreement is between the landlord and tenant and that the real estate brokers are not a party to the lease agreement.

Authentisign  
Test Buyer

08/03/23

Authentisign  
Test Buyers Wife

Date

08/03/23

Authentisign  
Test Seller

Date

08/03/23

Landlord

Date

Landlord

Date

Authentisign  
Michael W Oberstadt

08/03/23

Listing Broker

Received payment: Tenants Broker (if applicable)