



## **Neighborhoods Residential Lease Agreement**

Residential lease agreement made and entered into on this 26th day of June, 2012 between **Neighborhoods Inc. of Battle Creek** referred to in this instrument as Landlord, and **TENANT** referred to as Tenant(s).

### **Term and Premises**

1. Landlord leases to Tenant the premises located at **ADDRESS, Battle Creek, MI 49017**, for a term beginning on the **DATE**, and ending on the **DATE**, (the term). If the premises are furnished, all furnishings are part of the premises

### **Rent**

2. Tenant will pay to Landlord as rent for each month during the term of the lease the sum of **\$\$\$\$** payable in advance, beginning on the first day of the term and on the first day of each and every month thereafter. A late charge of \$25.00 for each monthly rent installment not paid within 5 days of its due date will be assessed to cover the expense involved in handling delinquent rent payments. Late charges and utilities that tenant is responsible for shall be deemed additional rent.

### **Security Deposit**

3. Tenant, on execution of this Lease or prior to occupancy, shall pay to the Landlord the sum of **\$\$\$\$\$** as a security deposit to be held at **Fifth Third Bank**, located at **630 Capital Avenue Southwest Battle Creek, MI 49015**, without the accumulation of interest, and disposed of in the manner provided for in this Lease and as prescribed by Michigan law. Landlord shall apply the Security Deposit only to reimburse Landlord for actual damages to the premises or any ancillary facility that is the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, or to pay Landlord for all rent in arrearage under this Lease, rent owed upon or as a result of a premature termination of the Lease and for utility bills not paid by Tenant. Landlord's right to the possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this Security Deposit. The Security Deposit or any part thereof not applied as permitted above shall be returned to Tenant after this Lease is terminated. In no event will the Security Deposit be returned until Tenant has vacated and delivered possession of the premises to Landlord.

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR 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.**

### **Payments**

4. Rent will be payable and delivered to Landlord at 47 Washington Avenue North Battle Creek, MI 49037. If any checks or payments of Tenants are returned for nonsufficient funds, the sum of \$25.00 will be immediately charged to Tenant as additional rent.

### **Application of Funds**

5. Money received by Landlord from Tenant or on Tenants behalf shall be applied to Tenants account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to curing a default; fourth to outstanding utility bills due that are the responsibility of Tenant; fifth to deposits or portions thereof due from Tenant; sixth to rent. Restrictive endorsements on a check or statements in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

### **Possession**

6. Tenant will not be entitled to possession of the premises unless and until an inventory checklist has been completed as required by Michigan law. If Tenant is unable to occupy the premises by reason of:

- (a) The premises not being ready for occupancy;
- (b) The holding over of any previous occupant; or
- (c) Any cause beyond the direct control of Landlord, Landlord will not be liable in damages to Tenant, but during the period Tenant is unable to occupy the premises the monthly rental will be abated, prorated on a daily basis.

Landlord will use his sole discretion to determine when premises are ready for occupancy.

### **Use of Premises**

7.A. The premises will be used for residential purposes only by Tenant(s) and the following person(s): minor son: Jovon Wharton. Tenant and Tenants guests, invitees and uninvited visitors will not use, nor permit any person to use, the premises in violation of the laws of the United States or of the State of Michigan or of the ordinances or other regulations of the local governmental unit or of any other lawful authority; and Tenant will comply with all health, fire and police regulations. Tenant and Tenant's guests, invitees and uninvited visitors will not cause, allow or permit any waste, misuse or neglect of the premises. Tenant agrees to pay for all damages caused to the premises and/or the apartment community by Tenant or Tenant's guests, invitees or uninvited visitors, including fire and flood damage. Tenant will promptly report to Landlord any damage or defects in and about the premises which require repairs, provided, however, that all repairs and service calls attributable to the act, neglect or omission of Tenant or Tenant's guests, invitees or uninvited visitors will be charged to and paid for by Tenant consistent with Section Eight, including but not limited to repairs to fixtures and any other items furnished by Landlord. Tenant will also be responsible for any charges by the local government unit or other lawful authority and for the removal of any liens filed as a result of Tenant's failure to comply with any applicable ordinances or regulations. Additionally, Tenant will not allow the premises to be used for any purpose that will increase the rate of insurance on the premises nor for any purpose other than those specifically allowed in this lease, nor to be occupied (in whole or in part) by any person other than those specified in this lease, nor for any purposes that would injure the reputation of the premises or the neighborhood. Further, Tenant will in every respect comply with the requirements of any underwriter's association so as not to increase the rates of insurance upon the premises and contents of the premises.

B. Tenant shall use the premises for residential purposes only and refrain from any conduct that disturbs the privacy of other Tenants in the building. No business of any sort shall be located in or conducted from the premises. Tenants shall be entitled to the quiet enjoyment of the premises throughout this lease so long as they comply with the covenants of this lease.

### **Care and Condition of Premises**

8. A. If the term of this lease is for a period of one year or more, Tenant will maintain and keep the premises in good repair and clean condition. Tenant will refund Landlord for the cost of all repairs made necessary by the negligent or careless use of the premises and will surrender the premises at the termination of this lease in a similar condition as when taken, reasonable wear and tear resulting from careful usage accepted. Tenant will promptly pay for all expenses for the removal of any wall covering or other items installed by Tenant during the tenancy and for the restoration and repainting of all walls or ceilings affected. If Tenant fails to maintain the premises in good repair or to repair or pay for damages caused by his waste, misuse or neglect, or to pay for the removal, restoration and repainting, the costs for these matters will be deemed to be additional rent under this lease and due from Tenant to Landlord on the first day of the month following the damage. If Tenant fails to carry out all necessary maintenance and repairs, Landlord will have the option, but not the obligation, to enter upon the premises and make the repairs and to charge the expense of the repairs to Tenant as additional rent under this lease.

B. If the term of the lease is for a period of less than one year, Landlord will maintain the premises in compliance with all applicable regulations imposed by any governmental authority. Landlord will make all necessary repairs to the premises within a reasonable time after receipt of written notice from Tenant of the need for repairs. At Landlord's option, repairs necessitated by Tenant or Tenant's guests will be made by Landlord but paid for by Tenant with the next rental payment due after Tenant receives Landlord's written demand for payment.

### **Non Refundable Preparation Fee**

9. Tenant shall pay a non-refundable preparation/application fee of \$25.00 before receiving possession.

### **Alterations**

10. Tenant will make no alterations, decorations, additions or improvements in or to the premises without Landlord's prior written consent. All alterations, additions or improvements made by either party will become the property of Landlord and will remain on, and be surrendered with the premises, as a part of the premises, at the end of the term.

### **Assignment**

11. Tenant's leasehold interest may not be assigned or sublet in whole or in part without the written consent of Landlord.

### **Access to Premises**

12. Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and Landlord shall make reasonable efforts to inform Tenant of its intention to enter and shall attempt to establish a mutually acceptable time.

### **Utilities**

13. The following utilities will be paid as indicated:

<u>Utility</u>	<u>Landlord</u>	<u>Tenant</u>
Gas		x
Electricity		x
Garbage/Trash Removal		x
Water/Sewer		x
Snow Removal		x
Lawn Care		x
Cable/Satellite TV		x
Telephone		x

Utilities that are the responsibility of the Tenant shall be placed in the name of Tenant, and shall be maintained throughout the term.

**Cost Increase Modifications**

14. The Landlord, without the consent of the Tenant, may alter and adjust any provision of this lease, at any time during the term of this lease, upon written notice of not less than thirty (30) days to the Tenant for the following reasons, or any of them:

- (I) Changes required by federal, state or local law, rule or regulation;
- (ii) Changes in rules relating to the premises, or the property where the premises are located, that are required to protect the physical health, safety or peaceable enjoyment of Tenants and guests;
- (iii) Changes in the amount of rent payable to cover additional costs in operating the premises incurred by the Landlord because of increases in ad valorem property taxes or assessments, charges for water and sanitary sewer or other utility services consumed at the premises, refuse pick-up or other such charges, or increases in premiums paid for liability, fire or worker compensation insurance.

**Insurance**

15. The Tenant is advised and understands and agrees that personal injury to, and damage to the personal property of, Tenant, Tenants guests, invitees or uninvited visitors in or on the premises is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such damage or loss. Tenant is further advised that, if insurance coverage is desired by Tenant, Tenant should inquire of Tenants insurance agent regarding a renters hazard and liability policies of insurance. Landlord will not be responsible for personal injury, or loss of food, clothing, furniture or any of Tenants other possessions in the event of appliance failure, water leak or water backup, bursting pipes, fire, loss of utility service or other events and in no event will Landlord be responsible for theft, vandalism or mysterious disappearance of Tenants property regardless of the state of security of the premises. Further, if Tenant, Tenants guests, invitees or uninvited visitors are injured, or if any property of Tenant, Tenants guests, invitees or uninvited visitors is damaged, for any reason whatsoever, Tenant must give Landlord written notice of the injury or damage within 7 days of its occurrence.

Initial(s)

**Fire Damage**

16. In case the premises will be partially damaged by fire or other cause at any time during the term of this lease, the premises will be repaired by Landlord with all reasonable dispatch, and provided that the damage has not been caused by the acts or omissions to act by Tenant, Tenants guests, invitees or uninvited visitors, a proportional reduction of rent will be allowed Tenant for the time required by the repairs, except that (I) if Tenant can use and occupy the premises without substantial inconvenience, there will be no reduction of rent, and (ii) if the repairs are delayed because of the failure of Tenant to adjust his or her own insurance (if any), no reduction will be made beyond a reasonable time allowed for the adjustment. If the damage caused by fire or other cause will amount substantially to the destruction of the premises or the building containing the premises, Landlord will have the option to rebuild and/or repair the damage or to cancel this lease by notice in writing delivered to Tenant within thirty (30) days after the occurrence of the fire or other casualty resulting in such damage. If Tenant elects to rent or utilize alternate housing facilities following damage to the premises, Tenant will be responsible for the cost of the alternate facilities.

### **Default**

17. If Tenant will default in fulfilling any covenant or condition of this lease, including any of Landlords rules or regulations, or if Landlord will deem objectionable or improper any conduct of Tenant or of any of those living in or visiting the premises, the Landlord may, when applicable, give Tenant notice as is prescribed by law, of Landlords intention to terminate the tenancy, and at the expiration of the notice period, the term of the tenancy will expire and the Tenant will then quit and surrender the premises to Landlord. Notwithstanding any termination of the tenancy, Tenant will remain fully liable for all rental, payments, repairs and other obligations under this lease in accordance with Section Eighteen.

### **Continued Liability After Premature Termination**

18. No termination of this lease and/or the tenancy created by it, and repossession of the premises because of Tenants default, will relieve the Tenant of his or her liability and obligation under this lease, including but not limited to the obligation to pay rent until termination of this lease as described in Sections One and Two above, less the proceeds of any reletting of the premises (after deducting all actual cost and expenses of the reletting including actual labor expenses) made by Landlord. The reletting of the premises by Landlord is authorized and Landlord agrees to use reasonable efforts to so relet. If Tenant abandons or vacates the premises, the same may be relet by the Landlord for any rent and upon any terms as Landlord may see fit; and if a sufficient sum is not thereafter realized, after paying the expenses of reletting and collection, to satisfy the rent reserved by this lease, the Tenant agrees to satisfy all deficiencies. Further, in the event that Tenant is in default of this lease, Tenant expressly agrees to pay all legal costs and attorney fees incurred by Landlord, that are specifically allowed by statute, in connection with a dispute arising under this rental agreement

### **Holding Over**

19. Tenants shall vacate the premises on or before the expiration date of the lease. If Tenants retain possession thereafter without Landlords written permission, Landlord has thirty (30) days from the last day of the lease to sue Tenants for possession under Section 5714(1)(C)(2) of the Michigan Summary Proceedings Act (Holding over after lease expires). If suit is not begun within that time, the tenancy shall continue on a month to month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by TEN (10%) percent, beginning on the first day after lease expiration, regardless of whether suit is brought. Acceptance of money by Landlord from Tenants during the thirty (30) days following expiration of the lease does not waive Landlords right to seek possession as described in this paragraph, and Tenants shall compensate Landlord for all damages caused by their unauthorized holdover.

Initial(s)

### **Waiver**

20. One or more waivers of any covenant, condition, rule or regulation by the Landlord will not be construed as

a waiver of a future or further breach of the same or any other covenant, condition, rule or regulation.

#### **Waiver of Subrogation**

21. Each party releases and discharges the other party, and any agent, employee or representative of the other party, of and from any liability whatsoever subsequently arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of the loss, damage or injury to the extent of any recovery of the insured party under the insurance.

#### **Eminent Domain**

22. If the whole or any part of the premises will be condemned or taken by any governmental authority for any purpose, the term of this lease will cease on the part so taken from the day that possession of the part will be taken and the rent will be paid up to that day. If only a part of the premises is so taken, Tenant may continue in the possession of the remainder of the same under the terms of this lease, except that the rent will be reduced in proportion to the amount of the premises taken for a public purpose, provided, however, that both Landlord and Tenant will have the right to cancel this lease and declare the same null and void by delivery of (7) days written notice to the other; cancellation to be effective as of the day the possession of that part of the premises will be taken with rent being paid up to that day.

#### **Modifications**

23. No modifications to this lease will bind Landlord or Tenant unless agreed upon by them in writing, except modifications in accordance with Section Fourteen. This lease constitutes the entire agreement between the parties.

#### **Notice**

24. Notice required by statute will be given in accordance with the applicable statute. All other notices will be deemed sufficient if made as follows: All notices to Landlord (including any notice required under the Michigan Truth in Renting Act), shall be directed (by personal delivery or first class mail) to Landlord at 47 Washington Avenue North Battle Creek, MI 49037 until Tenant is notified, in writing, to the contrary. All notices to Tenant will be directed (by personal delivery or first class mail) to Tenant at the leased premises or any forwarding address provided in writing by Tenant to Landlord.

#### **Application for Tenancy**

25. This lease is given pursuant to the application for tenancy and the representations, conditions and all provisions of the application are incorporated into this lease by this reference.

#### **Rules and Regulations**

26. Tenant, Tenants guests, invitees and uninvited visitors will comply with the attached rules and regulations which are incorporated into this lease by this reference. Any violation of the Landlords rules and regulations will constitute a default under this lease.

#### **Severability and Interpretation Consistent With Law**

27. This lease is intended to comply with all applicable Michigan statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Michigan statute, the violation is inadvertent. If a provision is found to be so violative, the provision will be considered void and severed from the lease and the balance of the lease will remain in full force and effect. Nothing contained in this lease will be construed as exculpating the Landlord from liability for the Landlords failure to perform or Landlords negligent performance of a duty imposed by law. Also, nothing contained in this lease will be construed as releasing

either party from a duty to mitigate or minimize the damages to the other party.

#### **Landlord Transfers**

28. If the premises are sold, Landlord will be released from any liability subsequently accruing under this lease if Landlord's successor has assumed in writing Landlord's obligation under this lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid rent to the Landlord's successor, and on the transfer, Landlord will be discharged from any further liability for the security deposit or prepaid rent upon written notification to the Tenant by ordinary mail of the transfer and of the successor's name and address.

#### **Joint and Several**

29. In the event that this instrument will be executed by more than one person as Tenant, then the liability of the persons so signing will be joint and several and a judgment against one will be no bar to an action against the other(s).

#### **Captions**

30. The captions to the sections in this lease are inserted only as a matter of convenience.

#### **Survival**

31. The covenants and agreements contained in this lease will bind the respective heirs, representatives, successors and assigns of the parties.

#### **Pets**

32. No pets are allowed in the premises at any time without the prior written consent of Landlord.

#### **Move-In/Move-Out Checklist**

33. Tenant has received a move-in inventory checklist. The premises are conclusively presumed to be in good condition at move-in unless Tenant specifies objections on that list and returns a completed copy to Landlord within seven (7) days after receiving the list. This list is not a request for repairs. Upon tenant's moving out of premises and prior to the return of the security deposit tenant shall be given the completed move-out inspection checklist listing all charges for damages to premises.

#### **Limited Cancellation Rights**

34. 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 thereof; or (ii) Tenant has become incapable during the term of living independently, as certified by a physician in a notarized statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the lease continues in full force and effect for remaining Tenants.

#### **Michigan Truth in Renting Act Notice**

35. **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.**

Initial(s)

36. The following addendums are attached and made part hereof and tenant acknowledges receipt of each:

- Lead Base Paint Disclosure
- Move-Out Rehab Charges
- Smoke Detector
- Pet Addendum
- Maintenance Service Agreement
- Lease Addendum regarding Crime

In witness of the above, the parties have executed this Lease on the day, month and year first written above.

Landlord:

By: \_\_\_\_\_ Date \_\_\_\_\_  
President & Chief Executive Officer

Tenant: \_\_\_\_\_ Date \_\_\_\_\_  
NAME

Telephone #: \_\_\_\_\_