

original

LEASE Dec. 6 2016

**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 the legality of a provision of the agreement, you may want to seek assistance from a lawyer or other qualified person.**

1) The Parties:

The parties of this agreement are Cohoctah Township, herein called "property owner" and Mike Sollitt, Lexi Tennant herein after called tenant(s).

2) Property:

Property owner hereby lets the following property to tenant(s) for the term of the agreement (A) the property at 10515 Antcliff Rd., Fowlerville (House, small shed and store one automobile in big barn) and (B) the furniture and appliances on said property as described per item on the attached inventory checklist.

3) Term:

The term of this agreement shall be for 1 year, beginning on 12-6-2016 and ending on 12-5-2017. The property owner shall give the tenant(s) actual physical possession of the demised premises at the commencement of the term.

4) Rent:

The rental amount for said property shall be as follows:

Tenant: Up to 20 hours of maintenance duties per month

5) Occupation of the Premises:

The premises shall be occupied by only the following individuals:

- 1) Mike Sollitt
- 2) Lexi Tennant
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

6) Utilities and Services:

Utilities shall be paid and services provided by the party initialed on the chart below:

	Owner	Tenant(s)
Electricity	_____	<u>✓</u>
Gas	_____	<u>✓</u>
Garbage Collection	_____	<u>✓</u>
Rubbish Removal	_____	<u>✓</u>
Snow Removal	_____	<u>✓</u>

Yard Maintenance \_\_\_\_\_

✓

The property owner shall not shut off or cause to be discontinued any utility furnished by owner for the tenant(s) except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

7) Security Deposit:

A security deposit is required, Tenant(s) shall pay property owner, upon execution of this agreement, a security deposit of \$700 which will be deposited in a bank with an office in Michigan. Breakdown of security deposit is \$600 for security deposit portion and \$100 for a Non-Refundable cleaning fee. Said security deposit remains the property of the tenant(s) and may not be used by property owner except for reimbursement for actual damages to the rental unit or contents that are a direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent, utilities as provided in public act 348 of 1972. No interest shall be paid on security deposits.

Property owner shall give tenant(s) two blank copies of a rental inventory list that shall include all items in the unit owned by the property owner. Said list must be completed by the tenant(s) within seven (7) days after moving in. Tenant(s) shall keep a copy and send a copy to the property owner.

Tenant(s) must notify property owner in writing within four (4) days after you move of a forwarding address where you can be reached and where you will be receiving mail; otherwise property owner shall be relieved of sending you an itemized list of damages and penalties adherent to that failure.

Failure of notification does not prejudice tenant(s) claim for the security deposit. The property owner shall send the tenant(s) a list of damages, the cost of repair of each item and a check to cover the balance within thirty (30) days after the tenant(s) have moved out. If this is not done, property owner automatically agrees that the tenant(s) are entitled to the deposit in full less cleaning fee.

Tenant(s) must notify the property owner within thirty-seven (37) days after they move out whether they agree with the damages or not. Failure to respond constitutes agreement by tenant(s) to the damages listed. If agreement cannot be reached, property owner must sue tenant(s) for damages and legal costs within sixty (60) days after tenant(s) have moved out.

8) Tenant(s) Duty to Maintain Premises:

Tenant(s) shall dispose of all their garbage in a clean and sanitary manner by placing it in designated garbage facilities. Rubbish shall be disposed of by tenant(s) at annual Township large item trash day or by contracting with a licensed rubbish hauler at least once per year. Tenant(s) shall keep dwelling unit in clean and sanitary condition, and shall otherwise comply with all the state and local laws requiring tenant(s) to maintain

premises. If there is damage to the rental unit which is a direct result of conduct by the tenant(s) not reasonably expected in the normal course of habitation, tenant(s) may repair such damage at their own expense. Upon tenant(s) failure to make such repairs after reasonable written notice by the property owner, property owner may cause repairs to be made and tenant(s) shall be liable for any reasonable expenses thereby incurrent by property owner.

9) Alterations:

No alteration, addition, or improvement that would not be reasonably be expected in the normal course of habitation of the rental unit and which cause property owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by tenant(s) in or to dwelling unit without prior written consent of property owner. Such consent shall not be unreasonably withheld.

10) Noise:

Tenant(s) agrees not to allow in his/her premises any excessive noise or other activity which unduly disturbs the peace and quiet of nearby neighbors. Property owner agrees to prevent other persons in the building or common areas from similarly distributing tenant's peace and quiet.

11) Inspection of Property by Owner:

Property owner and his/her agent may enter the dwelling unit during reasonable hours only for the following purposes: to inspect to see if the tenant(s) is complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgagees and tenants. Such entries shall not be so frequent as to seriously disturb tenant's peaceful enjoyment of the premises. Such entries shall take place only with prior consent of tenant(s), which consent shall not be unreasonably withheld. If, however, property owner or his/her agent reasonably believes that an emergency exists, such as fire, which requires an immediate entry, such entry shall be made without tenant(s) consent. If such emergency occurs, property owner shall, within two (2) days thereafter, notify tenant(s) of the date, time and purpose of entry.

12) Property Owner's Obligation to Repair and Maintain:

Property owner shall maintain the building, dwelling units and premises thereof in a decent, safe and sanitary condition in compliance with all Federal, State and Local laws, regulations and ordinances. In the event that repairs are needed, the tenant(s) should notify property owner or his/her agent and should allow reasonable time of notification, tenant(s) may terminate this lease upon reasonable written notice: preferably through certified mail for the tenant(s) own protection. This remedy shall not exclude any other remedy provided by law to tenant(s) for property owner's violation of this agreement.

Tenant(s) are responsible for minor repairs under \$50.00 and for maintaining drains in good working order. Cost incurred to clean drains because of tenant(s) actions will be tenant(s) responsibility.

As repairs are now needed to comply with this section, property owner specifically agrees to complete the following repairs by the following dates:

Repair	Date

Property owner shall take reasonable measures to maintain the security of the dwelling, dwelling units for the protection of tenant(s) and his/her guests from burglary, robbery and other crimes.

13) Possession of Controlled Substance:

The lease is considered terminated and the property owner may serve a seven (7) day notice to quit, if the tenant(s), a member of the tenant(s) household or other persons under the tenant(s) control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises and the property owner has filed the required police report.

14) Pets and Animals:

No pets or animals may be kept on the premises unless written permission is obtained from the property owner prior to such pets or animals being brought onto said premises. Tenants may keep one Chihuahua dog on the premises.

15) Notices:

All notices and rent receipts provided by this agreement shall be in writing and shall be given to the other party as follows: to tenant(s) at premises 10515 Antcliff Rd., Fowlerville, MI. 48836. To property owners at 6950 Owosso Rd., Fowlerville, MI. 48836

16) Notice of Termination:

Upon one rental period's notice, for good cause, tenant(s) may terminate this lease and vacate the premises. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with the U.S. military services, employment in another community, and loss of the main source of income to pay rent.

Substantial violation of any provision included herein may constitute grounds for termination of the lease by either party. However, if the property owner's primary purpose in initiating eviction procedures is to retaliate against tenant(s) because of tenant's attempt to exercise or assert his/her lawful rights, no such attempt shall be valid.

Upon termination of this agreement, tenant(s) shall vacate the premises, remove all personal property belonging to him/her, return all keys and leave premises as clean as he/she found them; wear and tear are reasonably expected in the normal course of

habitation. A non-refundable cleaning fee of \$100 to be paid by the tenant(s) upon moving in is included in the security deposit.

Property owner shall not terminate or attempt to terminate this lease by any means other than proper proceedings as provided by state law.

17) Subleasing:

Tenant(s) shall not assign or sublet the dwelling unit without the written consent of property owner. Such consent shall not be withheld without good reason relating to the prospective tenant(s) ability to comply with the provisions of this lease. This paragraph shall not prevent tenant(s) from accommodating guests for reasonable periods (three (3) weeks or less); any other arrangements must be approved in writing by property owner.

18) Holdovers:

If tenant(s) hold over on termination of this lease and property owner accepts tenant's tender of rent provide by this lease, this lease shall continue to be binding on the parties as a rental period to rental period agreement.

19) Changing of the Lease:

No changes, additions or subtractions from conditions of this agreement shall take effect unless mutually agreed upon in writing.

20) Destruction of Premises:

If the premises becomes partially or totally destroyed during the term of this lease, either party may thereupon terminate the lease upon reasonable notice.

21) Maintenance agreement:

Tennent agrees to serve as maintenance staff for Cohoctah Township. Individual projects will be communicated through and reported back to the Clerk's Office. A maximum of 20 hours per month will be required, and up to 10 hours may be banked by Cohoctah Township to accomplish larger projects within the township. As part of this requirement, tenant agrees to mow and maintain the lawn at the Cohoctah Township hall. Tennent agrees to provide the clerk with a monthly report of jobs completed and a tally of hours at least 5 days prior to the monthly township board meeting, which is the second Thursday of each month. If for any reason tenant is unable fulfill the maintenance requirements at the township hall, either party may terminate the agreement with 30 days' notice, notwithstanding the term of the lease as previously outlined.

22) Integration Clause:

This Lease constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other lease agreement between the parties. None of the previous and contemporaneous negotiation, preliminary drafts, or previous versions of the Lease Agreement leading up to its execution and not set forth in this Lease shall be

used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Lease has been made or relied on by either party.

- 23) This Lease shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction and effect, and in all other respects.
- 24) If any provision in this Lease is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions and intent of this Lease.
- 25) The property owner will review the lease agreement on an annual basis, and coordinate signatures.

Wherefore we, the undersigned, so hereby execute and agree to the above lease.

Tenants Signature Mike Jolity Date 12-6-12

Tenants Signature Alexander Truitt Date 12-6-12

Cohoctah Township: Mark Lorde Date 12-6-16  
By: Supervisor

Security deposit \$ 350 due by Dec 9, and  
\$ 350 due by January 1, 2017

YAF

Ed 200<sup>th</sup> 1-13-18

Inventory Checklist

Refridgerator

Stove

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

Mark Folsch 12-6-16  
By Property Owner Date

Mike Jolly 12-6-2016  
Tenants Date

5/8 tank of fuel O.T.

MC

MJ