

## **RESIDENTIAL LEASE AGREEMENT**

Agreement made this 7<sup>th</sup> day of August, 2024, by and between **City of Mackinac Island**, hereafter Landlord, and **Mackinac Straits Hospital**, hereafter Tenant.

Whereas, Landlord owns property described as 7674 5<sup>th</sup> Street, Mackinac Island, Michigan, and

Whereas, the parties have come to an agreement whereby Landlord will lease to Tenant and Tenant will lease from Landlord the above described property on the terms and conditions set forth herein.

Witnesseth, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by both parties, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the above described real estate on the following terms and conditions:

1. **Price.** The rental price shall be \$850.00 per month.
2. **Term.** The term of this lease shall be from August 7, 2024 until July 31, 2025.

Notwithstanding the one-year term, either party may terminate this lease by providing thirty (30) day advance written notice to the other party stating an intent to so terminate.

3. **Use of Premises.** It is expressly understood that the premises shall be used only for residential purposes. Any other use is strictly forbidden.

4. **Pets.** No pets shall be allowed on the lease premises unless the Tenant first receives written approval from Landlord.

5. **Smoking.** Smoking is not allowed in the lease premises.

6. **Utilities.** All utilities associated with the use of the lease premises shall be transferred into the name of the Tenant or Occupant and shall be paid by the Tenant, including but not limited to electricity, propane, internet, cable television, telephone, sewer and water.

7. **Occupancy.** The use of the rental premises is intended to be for the Tenant's employee, Julie Reaume (hereafter the "Occupant"), and no other occupants shall be allowed to reside in the house without prior written approval of the Landlord.

8. **Insurance.** Landlord will maintain property and liability insurance on the rental premises. If Tenant or Occupant desires to insure its various interests as Tenant, including insurance for their personal property, the Tenant shall do so at its own expense.

9. **Quiet Enjoyment.** Landlord covenants that the Tenant shall have quiet enjoyment of the lease premises.

10. **Landlord's Right of Entry.** Landlord, or Landlord's agent, may enter the premises at reasonable times, with 24-hour notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.

11. **Assignment.** No assignment or subletting of this lease shall be allowed without the written permission of the Landlord.

12. **Alterations.** The Tenant shall not be allowed to make alterations to the structure unless she has received prior written approval from the Landlord.

13. **Maintenance.** Tenant shall maintain the premises, including the structure and the grounds, in a condition like and similar to the condition of the premises at the commencement of the lease, normal wear and tear excepted. Included in said maintenance shall be the Tenant's responsibility for all snow removal, garbage/refuse disposal and lawn maintenance.

14. **Severability.** In the event that any paragraph or provision of this lease shall be held to be invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this lease.

15. **Time.** Time is of the essence.

16. **Binding Effect.** This lease shall bind the party, his heirs, personal representatives and assigns.

17. **Default.** In the event of Tenant's default of any of the terms and conditions of this lease, the Landlord shall have the right to terminate the lease and seek all remedies available pursuant to summary proceedings.

**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:**

**TENANT:**

**CITY OF MACKINAC ISLAND, By:**

**MACKINAC STRAITS HOSPITAL, By:**

\_\_\_\_\_  
Margaret M. Doud, Its Mayor

\_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_  
Danielle Leach, Its City Clerk