



## RESIDENTIAL LEASE

J. KELLER properties (hereafter Agent for Owner/Landlord) rents See Fact Page to See Fact Page (hereafter Tenants) and Tenants will pay reasonable rent for the premises.

## COVENANTS

1. **PREMISES.** Landlord rents to Tenants the dwelling located at See Fact Page (the Premises), including See Fact Page parking space(s). When parking is provided, Landlord may designate parking procedures and have unauthorized vehicles removed, including vehicles that are disabled or without current license plates. Such removal shall be exclusively at Tenants' expense and may be without prior notice. The premises **are not furnished**. Any and all furnishings in furnished or semi-furnished Premises are part of the Premises. Tenants will receive a move-in inventory checklist at time of possession. The Premises are conclusively presumed to be in good condition at move-in, unless Tenants specify objections on that list and return a completed copy of it to Landlord within seven (7) days after receiving the list. **The move-in inventory checklist is not a request for repairs.**
2. **TERM AND POSSESSION.** The lease Term is See Fact Page. Possession will be provided only after the first month's rent, Security Deposit, and preparation fee have been paid. If none of the Tenants takes possession on the day it is to be provided, and if Tenants have not given Landlord written notice that they will take possession on a later day, Landlord may presume conclusively that Tenants have abandoned the Premises and re-rent them. If the Premises are not ready on the date this lease commences, the sole damage for which Landlord shall be liable to Tenants is the full abatement of Tenants' prorated rent from the date this lease commences to the date the Premises are ready for occupancy, which date is at Landlord's exclusive determination.
3. **RENT.** All Rent herein is reserved, and Tenants shall pay Landlord total rent for the term of \$ See Fact Page, plus all other rent that becomes due under terms of this lease. Rent shall be paid in consecutive monthly installments of \$ See Fact Page, due on the first of each month, beginning with the second month (first month collected before move-in). **Monthly rental installments are to be paid in one check or money order.** Landlord may charge the lease account a processing fee of \$10.00 for each additional check or money order payment. Landlord may require installments to be paid with certified funds or money orders and in a single payment. Rent is paid only when actually received by Landlord. **You must note address and tenant(s) name in memo line of any payment.**
4. **PLACE OF PAYMENT AND NOTICES.** Notices to Tenants (excluding security deposit claim notices) shall be delivered or sent to the Premises. Rent, fees, and notices to Landlord, including Security Deposit communications shall be delivered or sent to: **J Keller Properties, LLC PO Box 2093 Ann Arbor MI 48106**. **Rent may also be paid online if such option is readily available.** Notices required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox.



5. **APPLICATION OF MONEY FROM TENANTS.** Money received by Landlord from Tenants (or in their behalf) shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; 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.
6. **DEFAULT AND REMEDIES.** Tenants' noncompliance with any covenant of this lease is a Default. If Tenants default, Landlord may have all remedies legally permitted, including termination of this tenancy and declaring all remaining rental installments immediately due and owing. Landlord may terminate this tenancy on 24 hours' written notice if Tenants (or any one of them) unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the premises. Tenants shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable for damages caused by their default including costs of rerenting the Premises, such as showing, advertising, and preparing them; all lost rent for the remainder of the term for which Landlord and Tenants have signed a lease and for which Landlord does not collect through mitigation; and the maximum amount of interest allowable by Michigan Law on Tenants' debt, from the date Tenants vacate. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them prior to Tenants' Premises. From the date of execution, time is of the essence of this lease. Landlord, upon written notice to Tenants, also may cancel any renewal, lease extension, or lease for a future term that Landlord and Tenants have executed.
7. **UTILITIES.** For the entire term, Tenants shall put utilities for the Premises into their names, maintain uninterrupted service throughout the Term, and timely pay all utility bills, including See Fact Sheet . Unless Landlord and Tenants otherwise agree in writing, Tenants shall direct utility providers to place utilities into Landlord's name when Tenants discontinue utility service. Landlord is not responsible for utility interruptions that are beyond its control or due to necessary repairs, replacements, or alterations. Tenants shall pay any penalties imposed by utility providers because of late payment of original bills. Tenants shall pay Landlord a \$50 administrative fee in addition to any costs owed if utility is removed from Tenants name and defaults to Landlord. Damage caused to home from failure to maintain a minimum household temperature shall be deemed Tenant's responsibility.
8. **LATE FEES AND DISHONORED CHECKS.** Rent is due on the First of the month. Tenants shall pay a late fee to Landlord of \$ 50 for rent that is 1 day(s) late, and Tenants shall pay an additional late fee of \$ 20/day for rent that is 3 days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenants shall owe Landlord \$ 50 for any check to Landlord that is dishonored.
9. **CHRONIC LATE PAYMENT OF RENT.** Rent is due on the first of each month, and notwithstanding Paragraph 8, Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease.
10. **SECURITY DEPOSIT.** Tenants shall pay a security deposit of \$ See Fact Page due before possession. When there is more than one Tenant on this Lease, the Security Deposit is one joint deposit. Occupancy of the Premises is terminated when the last Tenant, including his/her subtenant, vacates. Landlord is not required to allocate the deposit among Tenants. Any amount of



deposit that is returned shall be returned in a single check made out to all Tenants, or, if all Tenants have authorized in writing, to only one tenant. Security Deposit Act communications shall be addressed to Landlord at the address in paragraph 4. Tenants may not elect to use the deposit for rent. If Tenants cause damages that exceed the amount of deposit, they will pay those excess damages immediately upon receiving Notice thereof.

The name and address of the financial institution where your deposit will be held is:

The University of Michigan Credit Union

The name and address of the surety company providing a bond for your deposit is:

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

11. **NONREFUNDABLE PREPARATION FEE.** Tenants shall pay a nonrefundable Preparation Fee of \$ See Fact Page before receiving possession.
12. **KEYS.** Landlord may retain a key to the Premises throughout the lease. Tenants shall not change the locks without Landlord's prior written consent, and Tenants shall immediately provide Landlord with a key to any new lock if the locks are changed. Landlord may charge Tenants a reasonable amount for replacing lost keys and for assisting Tenants in gaining entry to the Premises. Landlord may charge Tenant a \$100 fee for each lock-out in which doors have to be unlocked as well as any additional materials costs. Lock out service is not guaranteed.
13. **ENTRY BY LANDLORD.** 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 Tenants of its intention to enter and shall attempt to establish a mutually acceptable time.
14. **MAINTENANCE AND CLEANLINESS.** Tenants shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. Tenants also shall maintain the Premises in a neat and orderly manner. Tenants will observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Landlord when there is a need to perform repairs or maintenance. Tenants shall pay for the repair of all damage to the Premises and structure of which they are a part, including fire and flood damage, caused by Tenants, their guests or invitees; they shall reimburse Landlord for all permit, inspection, and certification costs it incurs because of their noncompliance with this lease or applicable laws; and they shall reimburse Landlord for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Nothing in this clause shall waive or lessen Landlord's



obligation to maintain and repair the Premises under Michigan law, but Landlord is not liable for any loss that accrues to Tenants because of Landlord's actions in reasonably fulfilling its obligations hereunder.

**Tenants Agree to the Following:**

- A. Maintaining the Premises in a clean and sanitary condition and disposing of all trash, garbage, and waste in sealed containers.
  - B. Using and operating all appliances, equipment and systems in a safe and reasonable manner and not to overload any system. In the event the plumbing at the Premises is frozen or obstructed due to the negligence of the Tenant, Tenant's family or guests, the Tenant shall pay immediately the cost of repairing frozen pipes or cleaning such obstruction and any additional costs associated with the repair (i.e. drywall, carpets, etc.)
  - C. Furnishing and replacing all light bulbs as needed and changing furnace and air conditioner filters at least every 4 months.
  - D. Clearing of all drains and toilets, maintenance of all carpeting and flooring in a clean and good condition, replacement and payment for glass and screen breakage.
  - E. The cost of any unnecessary service call and any costs incurred as a result of the Tenant failing to keep appointments with service persons that require access in order to make scheduled repairs. Any request for repair is understood to mean that permission to enter the Premises to make the repair has been given by the Tenant.
15. **HOLD HARMLESS.** Tenants agree for themselves, their heirs, and personal representatives, to hold Landlord harmless from all damages, including damages to the Premises and Structure of which they are a part; including all lost rents, and all liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them, including common areas of any apartment building. When claims against Landlord's insurance are paid because of acts or omissions of Tenants or their visitors, guests, or invitees, Tenants will reimburse Landlord for any insurance deductible it pays.
16. **PERSONAL PROPERTY INSURANCE.** Landlord and its agents are not responsible, and do not provide any insurance coverage for personal property of Tenants, their guests, or invitees and shall not be liable for any damage, loss, or destruction of such property from any cause, unless caused by Landlord's or its agents nonperformance or negligent performance of a duty imposed by law. **TENANTS SPECIFICALLY ARE ENCOURAGED TO INSURE THEIR PERSONAL PROPERTY.**
17. **ALTERATIONS.** Alterations to the Premises without Landlord's prior written consent are prohibited. Landlord is not liable to reimburse Tenants for any alteration, unless agreed in writing. Alterations are the property of Landlord. Upon lease expiration or earlier termination, Landlord may designate, in writing, alterations it wishes to have removed, and Tenants, at their expense, shall remove them promptly and repair any damage caused thereby, leaving the Premises in the same condition before the alteration.



18. **RETURN OF PREMISES.** Tenants shall return the Premises at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear excepted. Early surrender of the Premises, including surrender accepted in writing, shall not extinguish any of Tenants' obligations to perform under this lease, including payment of all rent reserved.
19. **AMENDMENT.** This lease may be amended in writing only, signed by all parties. However, Landlord may amend this lease to conform to changes required by federal, state, or local law, rule, or regulation or to implement changes in rules relating to the Premises that are required to protect the physical health, safety, or peaceful enjoyment of Tenants and guests.
20. **CAPTIONS.** Paragraph captions are solely to assist with identification and have no legal significance.
21. **WAIVER.** Failure by Landlord to enforce a provision of this lease on one (1) or more occasions is not a continuing waiver of Landlord's right to enforce the provision.
22. **SEVERABILITY.** A court ruling that a clause of this lease is invalid or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.
23. **PETS.** Pets are never allowed in the Premises (unless noted on Fact Page) and Tenants agree not to bring pets on the Premises without written permission by Landlord. If pets are found to be occupying the property without Landlord approval, a \$250 per month charge may be instituted concurrently and retroactively to the start date of any lease term.
24. **SUCCESSORS BOUND.** The heirs, successors, assigns, and representatives of Landlord and Tenants shall be bound by the covenants of this lease.
25. **USE AND QUIET ENJOYMENT.** Tenants shall comply with all applicable laws and ordinances; use the Premises for residential purposes only; and refrain from all conduct that unreasonably disturbs each other, other Tenants or neighbors of 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 its covenants. Occupancy is limited to the names listed on Fact Page.
26. **JOINT AND SEVERAL LIABILITY.** When there is more than one Tenant on the lease, each tenant is jointly and severally liable for its full performance.
27. **UNTENANTABILITY.** If the Premises become wholly untenable because of fire or other casualty, Landlord may cancel this lease by notifying Tenants in writing, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord canceling the lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenable, unless the untenability is caused by negligence or intentional misconduct of Tenants, their guests or invitees, in which case rent shall not abate. Landlord is not liable for failure to repair until Tenants have notified Landlord of the need for repair and a reasonable time to make the repair has passed thereafter. If 50% or more of the Premises are untenable, the Premises are "wholly untenable".



28. **ASSIGNMENT, SUBLETTING, AND OCCUPANCY.** Tenants shall not assign this lease or sublet the Premises, or any part thereof, without prior written permission of Landlord, which shall not be denied unreasonably. Only those listed herein as Tenants/occupants may occupy the Premises. Landlord may evaluate proposed assignees and subtenants as it would evaluate prospective Tenants, including whether they are acceptable to remaining prime Tenants.
29. **ABANDONMENT.** If during this lease, Landlord believes in good faith that Tenants have abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove the remaining possessions of Tenants without liability therefore. Abandonment is conclusively presumed if rent is unpaid for fifteen days following the due date and (1) a substantial portion of Tenants' possessions have been removed or (2) acquaintances of Tenants or other reliable sources indicate to Landlord that Tenants have left without intending to re-occupy the Premises. If Tenants abandon or surrender the Premises at anytime and leave personal property there, Landlord may dispose of it however Landlord chooses, and Tenants shall reimburse Landlord for all costs incurred in that regard.
30. **HOLDING OVER.** Tenants shall vacate the Premises on or before the expiration date of the lease. If Tenants retain possession thereafter without Landlord's 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 one hundred percent (100%), 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 Landlord's right to seek possession as described in this paragraph, and Tenants shall compensate Landlord for all damages caused by their unauthorized holdover.
31. **LIMITED CANCELLATION RIGHTS.** 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.
32. **ENTIRE AGREEMENT.** This lease is the Parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease unless specifically enumerated herein. Tenants' application to lease is incorporated herein, and Tenants covenant that the information supplied in that application was and continues to be accurate.

**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**

33. **SPECIFIC PURCHASE CLAUSE.** Should any or all tenants decide to purchase Premises during or within 12 months of any subsequent lease term, J Keller Properties shall be considered as the





Purchasing Real Estate Agent, and will be entitled to a commission equal to 3% of sale price at time of sale.

34. **MEDIATION.** (University of Michigan Student Tenants Only) If communication between Tenants and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(s) in dispute. All parties to this lease agree that the University of Michigan Off-Campus Housing Program will act as mediator in any dispute involving University of Michigan students that may arise between the parties assuming that a) all parties will make a reasonable and good faith effort to settle such disputes through mediation; b) any party to this lease may request mediation; c) mediators may enter and inspect the Premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties.
35. **LAWN CARE/SNOW REMOVAL.** See Fact Page. Tenant agrees to assist in keeping porch, stairs, and sidewalk clear of snow and ice per city ordinance.
36. **OTHER.**
- a. Telephone, Internet, and Cable.** Landlord does not provide telephone, internet or cable services, connections or maintenance. Tenants must obtain Landlord's written approval for any drilling through walls, roofs, or floors for installation purposes.
- b. Garbage and Recycling.** Tenants are responsible for taking garbage and recyclables out to the curb each week for city pick-up. Tenants shall make separate and prompt hauling arrangements for excessive garbage pick-up and for removal of furniture belonging to Tenants, such as couches, furniture, appliances, etc. Except for the day of pick up, receptacles will be stored on side or rear of Premises.
- c. Furniture.** No interior furniture such as lamps, couches, tables, chairs, or beds shall ever be placed outside of Premises. This includes exterior porches, patios, balconies, and roofs. Waterbeds are not permitted in Premises.
- d. Safety.** Roofs are not for recreation or storage. Tenants will never go onto the roofs. Tenants will not store combustible material by appliances, or on exterior porches. Grills are only permitted on driveways, walkways, and are never permitted on porches or balconies. Each unit is supplied with functional smoke detectors and Tenants will alert Landlord if a smoke detector becomes inoperable.
- e. Parking.** Parking on lawns or in the area between the street and the house, unless within the lines of the driveway, is prohibited by the City and by the Landlord. Violation of this section may result in being ticketed by the City for which the Landlord will not be held responsible. Each tenant is limited to one vehicle which must be their own personal vehicle and must be operational with current license plates. If a car does not have current license plates it will be considered abandoned and could be towed at owner's expense. Tenants shall not rent parking spaces to others.
37. **DISCLOSURES.** All attached disclosures are incorporated into this lease.

#### **LEAD DISCLOSURE**

**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 properly managed. 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 hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**LEAD** – Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint in the housing. However, HUD estimates that 75% of the houses built before 1978 contain some lead based paint. Tenant should assume this property was built before 1978. Tenant acknowledges receipt of “Protect Your Family From Lead in Your Home” before signing. Available on the Resources page of [www.jkellerproperties.com](http://www.jkellerproperties.com).

I have read and understand the entire lease. I voluntarily agree to all its terms and conditions.

\_\_\_\_\_ Landlord \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date

\_\_\_\_\_ Tenant \_\_\_\_\_ Date





### **Ann Arbor Privacy Ordinance**

Notice: You have the right to privacy in your rental home. City law establishes guidelines that the owner and his/her agents must follow before entering your home. You may initiate additional entry restrictions by giving written notice to your landlord. Copies of these guidelines (housing code 8:529) are available at the building department, City Hall, 100 N. Fifth Ave.

### **Ann Arbor Rights and Duties of Tenants**

City ordinance requires landlord to furnish to tenant prior to executing lease a copy of Rights and Duties of Tenants. Tenant's signature acknowledges receipt of booklet. A digital version is also available on the Resources page of [www.jkellerproperties.com](http://www.jkellerproperties.com).

### **City of Ann Arbor Truth in Renting Notice**

Some things your Landlord writes in the lease or says to you may not be a correct representation of your rights.

Also, you may have some rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some of the clauses in this lease may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants' union lawyer for their opinions.