

Dawhouses, Owned by Heavner Properties, Inc.

Home Office 231-796-9866 email heavnerproperties@yahoo.com
Cathy Heavner 231-468-9664 or Larry Heavner 231-468-1458
Business office: Missy Heavner 616-866-3361 email auntym22@hotmail.com
Maintenance: Tony Guttersohn cell 231-580-3049 Home emergency only 231-823-0129

LEASE AGREEMENT

PLEASE TYPE IN GREY SHADED AREAS ON PAGE ONE BEFORE PRINTING

Name of Resident: John Doe
SS# 123-45-6789 DOB 01/01/2001 Age 12
Home Address Street 123 Main St. City Anywhere State MI ZIP 12345
Home Phone/Emergency 123-456-1234
Personal Phone or Cell 987-654-3210
E-Mail anyone@ferris.edu

I understand that the above e-mail address will be used only for contacts from management.

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.

THIS RENTAL AGREEMENT made between Heavner Properties, Inc. and the above named Resident shall be bound only by the terms of this agreement.

PREMISES: The management, for and in consideration of the agreement terms, community policies and conditions, to be kept and performed by the resident occupying address of house Big Rapids, MI 49307 to be occupied and used as a residence which also includes the shared use of the kitchen, baths and living rooms areas as well as the use of all major appliances if a multi bedroom unit.

TERM: This Agreement begins **May 19, 2012 and ends May 12, 2013**

Lease and Fees:

Lease total in the amount of \$ 5100

Payable in monthly installments of \$ 425 .00 on the first of every month during the said term by means of **ACH ONLINE payments to: Heavner Properties, Inc. beginning of May 1, 2012 ending on April 1, 2013**

Payments will be made from my Savings Checking account (~~delete the account type that does not apply~~)

Routing Number _____
Account Number _____

My signature below shows my agreement to online payments withdrawal from my account

Questions please contact our business office above with questions

ELECTRICITY, GAS, WATER AND WASTE: is the sole responsibility of MANAGEMENT _____ RESIDENT _____

When Management is responsible utilities, if there is an increase in utility rates or usage because of tampering with thermostat, open windows when furnace is in operation or other misuse by tenant or guests, management has the right to pass on this increase or misuse directly to residents as increased rent. Pictures will document misuse where possible and reported to resident by management as a warning before charges are made if possible All leaking water should be reported to management immediately as excess water bills may be charged to tenants.

INSUFFICIENT FUNDS OR CLOSED ACCOUNT CHECKS: Resident agrees that any checks or ACH withdrawals returned as insufficient funds, or blocked ACH to the Management or any other violation of this section regarding to rent fees subjects the maker of such a check, or ACH agreement to a **\$40 charge for each occurrence**. Further such Resident hereby authorizes management to deduct such fees from the Residents listed account. _____ **initial**

CONDITIONS OF PREMISES AND RESIDENT'S OBLIGATIONS: The resident is responsible to notify the Management's office in writing at least thirty- (30) days prior to vacating the premises. This does not relieve the resident of responsibility for the entire 12 months of the lease agreement. The resident shall keep the premises in as good repair as they are in the commencement of said term, and at the expiration of this Rental Agreement will surrender in good condition and repair, the entire premises including, the walls, ceiling, floors, doors, woodwork, carpeting (if any), plumbing, bathroom, kitchen fixtures, appliances, globes, windows and storm doors. Initial Condition of the Premises forms available upon move in and are required to be returned to office within 7 days.

Dawhouses, Owned by Heavner Properties, Inc.

Home Office 231-796-9866 email heavnerproperties@yahoo.com
Cathy Heavner 231-468-9664 or Larry Heavner 231-468-1458
Business office: Missy Heavner 616-866-3361 email auntym22@hotmail.com
Maintenance: Tony Guttersohn cell 231-580-3049 Home emergency only 231-823-0129

MAINTENANCE FEE: \$100.00 per year non-refundable

SECURITY DEPOSIT: Resident(s) security deposit of \$ 200.00 is solely for the performance of all covenants, and agreements of this lease agreement. Management may use the whole or any part of the security deposit for payment of any rent, utility, fines, damages beyond normal wear and tear, or any sum owed by Resident (s). Resident shall have no right to demand that Management use any part of this Security Deposit with respect to any particular violation or default of Resident(s) and the use and application thereof by Management shall at all times be discretionary. The appropriation of all or part of this security deposit is not the exclusive remedy for Management, but is cumulative and in addition to any other remedy to which Management is entitled. In the event that Resident(s) shall comply with all the terms of this lease, and surrenders the premises promptly in the condition required by lease, at the expiration of the term, the Security deposit shall be returned to the Resident within thirty (30) days after the premises has been vacated and inspected by Management. No interest shall accrue to Resident on any such deposit. In the event of a sale or lease of the premises, lesser shall have the right to transfer the security deposit to the new owner requiring such party to assume the responsibility for the return of the same. Resident shall look solely to the new owner for the return of said security deposit. Resident shall not assign or encumber the money deposited as security. Your security deposit will be held in escrow at: Chemical Bank of Big Rapids, in the Heavner Properties, Inc. account.

DEPOSIT \$ 200 MAINTENANCE FEE \$100

SIGNATURE INDICATES AMOUNTS ABOVE MAY BE TAKEN FROM ONLINE ACCOUNT APPROVED ON PAGE 1 (unless a check or cash is provided if so do not sign below)

Sign _____

Date _____

Will be taken from account listed on page 1 for rent payments. Owner of account must sign here. Date indicates the date we are authorized to withdraw. May be post dated up to one week of lease signing.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 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.

Section B RESIDENT (S) AGREES:

- 1. THAT ONLY 1 PERSON WILL RESIDE IN TENANT'S ASSIGNED ROOM OF THE PREMISES. Any additional unnamed tenants on this lease will be \$175.00 each. This fee shall be added to total rent for entire house and divided equally to all tenants in multiple bedroom houses. This is to guarantee the mutual benefit of all tenants residing in the house under lease agreements will be compensated for the extra usage of the common areas by non-lease tenants. These fees may be added to the online monthly withdrawal if violation is detected or added to the damages and other fees invoice at the end of the lease.

SIGNED _____

- 2. THAT NO extra refrigerators, freezers or window air conditioner are allowed where management pays electric
- 3. NOT TO SUBLET OR ASSIGN THIS LEASE WITHOUT LESSOR'S WRITTEN CONSENT. **Deposit will be forfeited.**
- 4. UNDER NO CIRCUMSTANCES WHATSOEVER, WILL DOGS, CATS, OR OTHER PETS OF ANY TYPE BE KEPT BY RESIDENTS INSIDE OR ON THE PREMISES. IF THIS PROVISION IS VIOLATED, LESSEE AGREES TO PAY AN ADDITIONAL RENTAL CHARGE OF \$100.00 FOR EACH AND EVERY VIOLATION DETECTED. MANAGEMENT MAY ALSO CONSTITUTE A VIOLATION OF THIS COVENANT AS MATERIAL BREACH OF THIS LEASE AND AS SUCH HAVE LESSEE EVICTED FROM THE PREMISES We also may charge you \$100.00 for every month of occupation of the premises if a pet is found on the premises.
- MANAGEMENT WILL APPROVE A SERVICE ANIMAL WITH A SET CHARGE OF \$50 PER MO. UPON PROOF ANIMAL IS REGISTERED AS A SERVICE ANIMAL.

Resident acknowledges and understands this responsibility by signature below

SIGNED _____

- 5. Management retains a passkey and has the right to enter the premises to examine or protect the same, to show prospective buyers or renters, or to make such repairs or alterations as may be deemed necessary by Management or his agents. Management shall always attempt to notify Resident(s) prior to entry of premises unless an emergency condition is thought to exist.
- 6. That Management shall not be liable for injury to Resident or his guest as a result of any defect of the structure or its equipment.
- 7. That no alterations are to be made to the premises, nor are any additional locks or bolts to be installed anywhere nor is there to be any painting or any other exterior or interior redecoration to be done without prior written consent of Management. All approved alterations to premises shall remain for the benefit of Management.
- 8. That if the premises is vacated or abandoned and any personal property is left in or near the premises, then such property shall be deemed abandoned by Resident(s). Management may remove such abandoned property at Resident(s)'s expense.
- 9. That the premises will be kept clean and exterior area free of trash and debris. Residents will be charged for removal of such debris if not bagged and in a suitable covered trash container at a rate of \$25.00 per collected and bagged trash on lawn, porches, in shrubbery, torn apart in alley by animals or anywhere else in the exterior of the lot and premises.
- 10. That ingress and egress routes to the premises will be kept clear of debris, snow and ice.
- 11. That all normal household maintenance is the responsibility of the resident. Any damage from thermostat settings below 65F (i.e. frozen water pipes) will be the responsibility of the resident. Resident(s) is responsible for all damage, including glass breakage to premises, inside or immediately outside the unit caused by negligence of Resident(s) or guests, or any pet that may enter the premises or any damage caused by untimely notification to Management of necessary repairs that Resident(s) are unable or unwilling to perform (especially plumbing problems)

Dawghouses, Owned by Heavner Properties, Inc.

Home Office 231-796-9866 email heavnerproperties@yahoo.com

Cathy Heavner 231-468-9664 or Larry Heavner 231-468-1458

Business office: Missy Heavner 616-866-3361 email auntym22@hotmail.com

Maintenance: Tony Guttersohn cell 231-580-3049 Home emergency only 231-823-0129

12. That at the end of the term, or upon termination of this lease for any cause, resident will at once peacefully surrenders the premises.

13. That occupancy of premises beyond the term of the lease shall not be a renewal of this Rental Agreement, and that management of rent after expiration of term, shall be considered a renewal for one month only.

NOTE: Any unauthorized holdover by Resident(s) beyond the term of this Agreement subjects Resident(s) to a \$50.00 per day rental charge as a holdover rental rate.

14. A removable non-damaging putty or magnets on fridge are the only method that may be used to place anything on the walls, ceiling, doors, windows or any other surface in the rental unit. Extensive damage is caused in the older homes by nailing or screwing into the plaster walls doors or woodwork. If a nail hole or tape mark is found on a door, the entire door may be replaced at the resident(s) expense.

15. That they will not clog the drainage system, including sinks and toilets. Should Management have to unplug Residents drain caused by Resident or his guest, and then Resident shall bear the cost of such plumbing. Septic systems are meant to handle bodily excretions and toilet paper only.

16. **Guests:** Resident shall be responsible and liable for the conduct of his/her guests. Act of guests in violation of this agreement or Management Rules and regulation will be deemed by Management to be a breach by Resident. Management must be notified of all guests that stay over night. All guests must pay a \$10 per day guest charge will be due to management.

NO GUEST SHALL REMAIN PAST 3 CONSECUTIVE DAYS OR ACCUMILATIVELY 12 DAYS. Any guest remaining past 3 days shall be accessed a fee of \$40.00 and demanded to leave immediately. ANY GUEST STAYING BEYOND THE ACCUMILATIVE 12 DAYS IS CONSIDERED A RESIDENT AND SHALL BE CHARGED FOR A FULL MONTH RENT UNDER THE TERMS OF THIS AGREEMENT. THIS FEE SHALL BE DIRECTLY TAKEN FROM THE TENANTS ACCOUNT UPON WRITTEN NOTIFICATION.

17.. IF DRYER SEEMS TO BE TAKING TOO LONG TO DRY NOTIFY MANAGEMENT IMMEDIATELY. FIRE MAY RESULT

18. Resident agrees to report any smoke alarms that are not working to management immediately. It is expressly forbidden to remove the batteries from smoke alarms.

19. That no State Laws or Local Ordinances will be violated on the premises. Resident specifically agrees not to use the premises nor the ground immediately surrounding the premises (lawns, parking lots, sidewalks, etc.) for purposes of hosting or conducting an outside party, picnic, or similar social gathering whatsoever where guests attending exceed sixteen (16) persons in total, which includes resident, roommates and all guests whether invited or not invited by dwelling residents. A violation of this section subjects each Resident to an additional \$250.00 rental charge for each and every "hosted party " as described above that is held.

All apartments and residents within the premises, dwelling, or lot are responsible for notifying the landlord, or management, if a resident of same apartment, another apartment within the same building or dwelling

existing on the same lot is in violation of the " PARTIES / DISTURBANCES / NUISANCE / PADLOCK ORDINANCE .restriction in this lease, they also will be required to pay \$250.00 rental charge for the party or disturbance of the peace violation. This fee will be paid for all reported incidents whether they are the first, second, or third incident reported by the police regarding this ordinance. TENANT WILL ALSO BE RESPONSIBLE FOR ALL LOST RENT DUE TO THE APARTMENT BECOMING PADLOCKED AS PER ORDINANCE

ADDITIONALLY: NO FURNITURE, TOYS, GAME ITEMS, OPEN INTOXICANTS, EMPTY CANS OR BOTTLES OF ANY KIND SHALL BE ON THE EXTERIOR OF THE PREMISES. ALL OUTDOOR SEATING MUST BE REMOVED WHEN NOT IN USE. FINE OF \$25.00 FOR EACH INFRACTION.

NO EXCEPTIONS

Any additional clarification needed of these sections should be requested before signing this portion. Resident acknowledges and understands this responsibility by signature below.

SIGN

Section C MANAGEMENT AGREES

1. To assist Resident in interior and exterior repairs to the premises that cannot be performed by the resident. Normally repairs shall be done within thirty (30) days of written notification. Emergency repairs will be handled on that basis.

Section D IT IS MUTUALLY AGREED THAT

1. In the event the premises is leased to a resident in a multi bedroom unit, then each of the said tenants of that unit shall be liable for the security deposit pertaining to their bedroom and jointly and severally liable for the shared areas due under the terms of this lease. It is understood that each resident shall also be jointly and severally liable for any and all damages to the exterior of the premises.

2. In the event of a happening which makes the above described premises untenable, Management shall have the option to declare this lease void, or management may repair the premises and the obligation of the lease shall continue to be binding upon the Resident from the date of completion or rehabilitation, subject to the limitations of paragraph seven (7) below.

3. If Resident shall be unable to enter the leased premises at the time provided by reason of said premises not being ready for occupancy, as a result of any cause or reason beyond direct control of Management, Management shall not be liable for damages to Resident, but during the period lessee shall be unable to occupy said premises, the rent shall be abated.

4. Invalidation of any provisions herein contained by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect; and one or more waivers of any covenant, condition, rule or regulation by the Management shall not be construed as a waiver or a further breach of the same.

5. Any and all legal and or court fees incurred by the management or Heavner Properties, Inc. in an effort to obtain a judgment regarding this lease shall be the responsibility of tenant

6. In case any rent shall be due and unpaid or if any default shall be made by resident(s) in any of the covenants herein, or if premises is abandoned, deserted or vacated, then it shall be lawful for management, his agents, attorneys, to reenter and or repossess the premises, and resident and each and every occupant may be removed and put out. Resident's rights under this lease shall terminate. Such reentry shall be accomplished pursuant to eviction proceedings as provided in Section 2918 of Act #236 of the Public Acts of 1961, as amended, or with respect to Summary Proceedings to recover possession as provided in chapter 57 of Act # 216 of the PA of 1961 as amended

7. It is understood and agreed that the terms management and resident shall include the personal representatives, heirs and assigns of the parties hereto. Further, when applicable, pronouns and relative terms are used

8. Resident agrees not to remove drapes or blinds from the premises. Management does not furnish light bulbs, vacuum cleaners, brooms, carpet cleaners, snow shovels, shower curtains, stepladders, or normal cleaning supplies, etc. Management shall not be responsible for loss of Resident's

Dawghouses, Owned by Heavner Properties, Inc.

Home Office 231-796-9866 email heavnerproperties@yahoo.com

Cathy Heavner 231-468-9664 or Larry Heavner 231-468-1458

Business office: Missy Heavner 616-866-3361 email auntym22@hotmail.com

Maintenance: Tony Guttersohn cell 231-580-3049 Home emergency only 231-823-0129

property due to theft, vandalism, or for the mysterious disappearance of Resident's property regardless of the state of security of the premises. Resident should and is encouraged to obtain a Renters insurance policy to protect Lessee from losses to resident's personal property. Should the owner have insurance to protect himself against such losses as fire, wind, hail, tornado, or other causes, but to the extent there is a deductible, the Lessee agrees to reimburse the owner his out of pocket deductible expenses remaining by his insurance carrier when the loss is determined to be caused by the tenant or his guest, invited or uninvited.

9. Lessee agrees that all agreements between management and Residents are set forth in this agreement and that no other agreements of any kind, oral or otherwise, have been made.

10. **If you are leasing a multiple bedroom house all leases and deposits are due at the time of any one lease being signed. If a member of the group leasing the house does not fulfill any part of the lease and deposit obligation then all leases within the group are void for the entire apartment . At that time any deposits received will be returned to the address given on the lease.**

Lessee acknowledges agreement of these terms and receipt of copy of this lease by signing below

Residents signature _____ **Date** _____

Co-Signer _____ **Date** _____

Heavner Properties, Inc _____ **Date** _____ .