

# Main Street Properties



2701 West Michigan Avenue • Suite #107 • Kalamazoo, MI 49006  
(269) 344-3555

## 1. Market Lease Agreement

### 1.1 PARTIES AND OCCUPANTS

PARTIES: THIS LEASE AGREEMENT("Lease") is made this Date: <<Lease Creation Date>> between

<<Tenant Contact Information>>

and Main St. Properties("Landlord") whose address is: 2701 W. Michigan Ave Kalamazoo MI 49006

PREMISES: in consideration of (a) Tenant(s) rental application and (b) the payment of the rent and performance of the other provisions of this lease, Landlord leases to Tenant the "Premises" located at: <<Unit Address>>

OCCUPANCY: Only occupants that are allowed to reside in this unit are the ones listed above.

TERM: The term of this lease is for 12 months commencing: <<Lease Start Date>> and ending on <<Lease End Date>>

RENT: The rent shall be \$ <<Monthly Charges>>

per month payable in advance on or before the first calendar day of each month at 2701 W. Michigan Ave Ste 107, Kalamazoo, Mi 49006 to Landlord or to such other person or persons as Landlord may designate. Rent needs to be paid in the form of one check from each unit, unless otherwise approved by Landlord. The Landlord upon 30 day written notice to the Tenant, may increase the rent after the lease term has ended. All other charges due for services provided or charges assessed, including, but not limited to, fines for violating the rules and regulations, are herinafter collectively referred to as "additional rent". In the event any such charges are due under this lease contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the rent installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, the Resident shall immediately pay the total balance due, plus any initial late charge and/or daily late charge, as applicable(collectively "late charges"), incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner.

### 1.2 CONCESSIONS, LATE CHARGE AND RETURN CHECK CHARGE

Any payment that is made on or before the 1st of each month, will receive a **\$200.00** rental credit(concessions). If the payment is received in one check, and if no other specials were approved by the Landlord. Any payment due to be made by the Tenant(s) which is received after the fifth (5) calendar day of the month in which it is due shall be subject to a late charge of **\$35.00**. In addition, a **\$35.00** processing fee will be charged for any check, which is returned because of insufficient funds, a closed account or any other cause. Landlord shall have the right to require payment of the monthly rent to release the returned check by money order, certified check or cashier's check. Rent shall not be considered paid until it is actually received by management.

### 1.3 UTILITIES

The rent shall include the cost of the following utilities: INTERNET, HEAT, WATER/SEWER AND REFUSE REMOVAL. Landlord covenants and agrees to furnish these utilities to the Tenant at reasonable times and in reasonable amount.

The Tenant shall be responsible for the payment of all other utilities, including ELECTRIC. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the term of this lease contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the internet.

Resident shall promptly contact the local electric utility to establish an account in Resident's name for the provision of electric service to Resident's unit. Resident shall ensure that the start date for each such account is the Resident's move-in date. It is also the responsibility of the Resident to end the utilities at the expiration of the lease; furthermore the Landlord shall not assume responsibility for any damages caused by failure of Resident to do so.

If it is necessary for Owner to pay any fees or costs for repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this lease contract, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as additional rent. Resident is responsible for paying for all utilities that are in Resident's name during the term even if Resident moves out prior to the expiration date (subject to Owner's obligation to mitigate damages). Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with the other Residents of the unit to Owner for such charges which shall be considered additional rent. If Owner uses an outside vendor to provide

billing services, Owner has the right to charge Resident for such services as set forth in the summary of fees and charges, if any, and such amount will be payable by Resident as additional rent. You must pay your monthly bill by the due date contained in your monthly utility statement. Any failure by Resident to pay amounts as listed herein shall result in a default under the lease contract.

#### 1.4 WRITTEN NOTICE

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Beyond the ending date of a fixed term lease, or in the case of an open-ended lease, the lease continues until written notice of termination is given by either party, unless a different agreement is established in writing. The right to possession and the obligation for rent will continue until the date of written notice of termination.

#### 1.5 JOINT AND SEVERAL AGREEMENT

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All Tenants who sign this lease are jointly and severally responsible for the payment of rent to the Landlord and for damages caused to the rental unit this includes, but is not limited to (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms and conditions of the contract by one or more of the Tenants shall be considered a failure of all Tenants to meet the terms and conditions of the contract and shall make all equally responsible.

#### 1.6 CONDITION OF PREMISES

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Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the move-in/move-out condition form, which is to be completed by Resident within 24 hours of move-in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the move-in/move-out condition form and return it to Owner, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the lease contract. Resident agrees to keep and maintain the Premises in a good, clean and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning costs.

#### 1.7 SECURITY DEPOSIT

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The Tenant shall make a security deposit of \$       «Security Deposit»        which shall not exceed one and one-half month's rent, exclusive of utilities paid by the Tenant, to be used to reimburse Landlord for actual damage to the Premises caused by the Tenant and Tenant's family, guests or agents, that are the direct result of conduct not reasonably expected in the normal course of habitation; and to be used to pay Landlord for all rent in arrears under this lease agreement, for any rent due for premature termination of this lease by the Tenant, and for utility bills not paid by the Tenant. The Tenant's liability for damages and rent at move out is NOT limited to the amount of deposit. Pursuant to Section 3 of Act 348 Public Acts of 1972, the Tenant's security deposit is on deposit with the following regulated financial institution: First National Bank of Michigan, W. Main Street, Kalamazoo, MI 49009. The security deposit will be disbursed in the form of one check per unit, with all Tenant(s) names listed on the check (unless otherwise approved by 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 BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

#### 1.8 INVENTORY CHECKLIST

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Michigan Public Act 348. The Landlord shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The Tenant is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior Tenant(s). The Tenant shall note the condition of the unit and the furnishings and return a copy to the Landlord within seven (7) days after receiving possession.

#### 1.9 NOTICE OF DAMAGES

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Michigan Public Act 348. In case of damage to the rental unit attributable to the Tenant or other obligations against the deposit, the Landlord shall mail to the Tenant within thirty (30) days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Tenant must respond to the Landlord's claim in writing within seven (7) days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the Landlord may commence action in court within forty-five (45) days after termination of occupancy. The Landlord shall not be entitled to retain any portion of the security deposit for damages claimed unless he/she has first obtained a money judgment for the disputed amount. For the full duration of the lease, Tenants agrees to reimburse Landlord immediately for repairs of damage agreed to be the responsibility of the Tenants and not to assume that the cost incurred will be deducted from the deposit at the termination of tenancy. All repair deemed necessary due to Tenant negligence will be billed at a rate of \$35.00 per hour.

## 1.10 EARLY TERMINATION OF LEASE CONTRACT

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Resident acknowledges there is no right to early termination of this lease contract and Resident will not be released from this lease contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of roommates or occupants, loss of employment, bad health or property purchase. However, MCL 554.601(b) provides that Residents may have rights under Michigan law to terminate the lease contract in certain situations involving reasonable apprehension of present danger to themselves or their children from domestic abuse, criminal sexual conduct or stalking by providing the required proof per state law and Main Street Properties' policy.

## 1.11 SMOKING

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Smoking is prohibited by Tenants or guests inside their unit. There will be a \$50 charge for any/every occurrence.

## 1.12 CLEANLINESS

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Tenants are responsible for keeping their Premises inside and out in good condition, free of garbage and debris. All trash must be put into our designated dumpsters. No trash is to be left outside Residents' door for any period of time. Any trash/debris found on the Premises will be charged \$5 per item. Any item left after move out will be charged a minimum of \$300.

## 1.13 PARKING RULES

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Due to limited amount of parking you must have a parking pass at Main Street Properties. **All vehicles without a pass/guest pass will be towed at Owner's expense.** There is no parking allowed for guest/Residents in our retail parking lot located at 2701 W Michigan Ave.

## 1.14 RESIDENT'S PROPERTY AND RENTER'S INSURANCE

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Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats and valuables kept by Resident in or about the Premises, unit and community. Owner shall not be liable to Resident, roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss or damage. The Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease, cooking fires or activation of the sprinkler system if applicable.

## 1.15 DELAYED OCCUPANCY NOT ATTRIBUTABLE TO TENANT(S)

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If the Landlord cannot deliver possession of the Premises or if it is unfit for occupancy on the date the lease is to commence, then the Tenant(s) may reject the Tenancy. All money previously paid to the Landlord shall be refunded. In addition, the Tenant(s) may elect to receive one month's rent as liquidated damages. If Tenant(s) elects to reject the Tenancy but does not elect the liquidated damages, he/she then reserves the right to show actual damages caused by Landlord's non-performance.

## 1.16 MAXIMUM NUMBER OF TENANT(S)

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Occupancy shall be restricted to those Tenant(s) who are named in the lease.

## 1.17 NON-RESIDENTIAL USE

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Premises shall be used for Residential purposes only. It shall not be used for business, illegal or other non-Residential activities.

## 1.18 ALTERING PREMISES

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The Tenant(s) will not alter Premises or Landlord supplied furnishings in any way without prior written consent of the Landlord. Thus, Tenant(s) agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall or move in water furniture. Tacks or nails may be put in the walls for decorative purposes only, as long as they do not cause structural damages, and the Tenants) remove them prior to vacating the unit.

## 1.19 COVENANT OF FITNESS

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M.C.L.A. 554.139. Under Michigan Law, a Landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the Landlord in maintaining the Premises in a safe and sanitary condition, to promptly notify the Landlord of maintenance problems that require attention, and to leave the Premises in good condition. (Normal wear and tear expected)

## 1.20 REPAIRS AND MAINTENANCE MINIMUM STANDARDS

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The Tenant(s) agree to give the Landlord prompt notice of needed repairs. The Landlord will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinance. Resident shall promptly report to Owner of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors and other conditions that pose a hazard to property, health or safety. Serious heating, plumbing and electrical failures will be attended to within twenty-four (24) hours of a written request and all other necessary maintenance to be performed within ten (10) days. Resident shall be liable for, and shall pay, all costs and expenses for damages and repairs to the Premises or community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute additional rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

Owner will act with customary diligence to keep the unit and common areas in reasonable repair and in compliance with health and safety laws pursuant to MCL 554.139, subject to Resident's obligation to pay for damages for which Resident is liable. If Owner violates any of the above, Resident may possibly exercise statutory remedies against Landlord, including those under MCL 554.139.

## 1.21 RIGHT TO PRIVACY

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The Tenant(s) agree to let the Landlord enter the unit within twenty-four (24) hours of a request to repair, inspect or show the unit. Failure by the Tenant(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. If the Landlord enters without a prearranged time, a written statement that there was entry and reason for it must be left for the Tenant(s).

## 1.22 ABANDONMENT OF PERSONAL PROPERTY

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Personal property left by vacating Tenant(s) and not claimed within thirty (30) days of end of tenancy will be considered abandoned. Landlord will make a diligent effort to contact Tenant(s) before disposing of any property. Tenant(s) agree to reimburse Landlord or reasonable storage charges upon receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.

## 1.23 SUBLETTING/ASSIGNMENT

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Subletting is not permitted. The prohibition on subletting applies equally to any parking space, garage, storage area or other rented space made available to Resident. Resident shall not assign or transfer Resident's interest in the lease contract, or any part hereof, or any interest in the Premises without prior written consent of Owner. If Owner consents to an Assignment of the lease contract, all rent and other payments must be made by the assignee ("assigned Resident") directly to Owner. All assignees approved by Owner agree to comply with all the terms of this lease contract as if they had originally executed this lease contract. Resident will remain liable to Owner for payment of the rent and other sums due under this lease contract and for performance of the obligations contained in this lease contract even after an Assignment is approved by Owner. Resident will be responsible to pay Owner the Assignment Fee ("Assignment Fee \$250.00"). Consent shall be withheld until all fees are paid and replacement is fully qualified. Owner's consent to one Assignment will not be construed as consent to any further request for an Assignment or a waiver of Owner's right, in Owner's discretion, to consent to future requests. Owner is NOT RESPONSIBLE FOR FINDING RESIDENT AN ASSIGNEE.

The Assignment Fee described in this lease contract is separate and distinct from the Reletting Fee. The Assignment Fee is applicable when Resident finds a replacement Resident, approved by Owner. The Reletting Fee is applicable when Owner finds a replacement Resident. Under either circumstance, Owner is authorized to continue charging Resident rent until a suitable replacement Resident is identified, subject to Owner's reasonable duty to mitigate.

## 1.24 DEFAULT BY RESIDENT

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Resident (and Resident's guests if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including, but not limited to, those pertaining to use of hazardous substances) as well as Owner's rules and regulations now in effect or which may be hereafter be enacted. Resident will be in default if: (1) Resident fails to pay any rent installment or additional rent, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's lease contract application is untrue or misleading; (5) Resident or Resident's guest(s) violates this lease contract, rules and regulations, or fire, safety, health or criminal laws, regardless of whether or where arrest or conviction occurs; (6) Illegal drugs or paraphernalia are found in the Premises, whether or not Owner can establish possession (medical marijuana prescriptions shall constitute illegal drugs as a controlled substance pursuant to federal law); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not

limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects.

### 1.25 RELETTING FEE

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Resident acknowledges that the Reletting Fee is not a cancellation fee or a buyout fee. The Reletting Fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another Resident to occupy the unit and Premises. Such damages are uncertain and difficult to ascertain. You will be liable for a Reletting Fee equal to 85% of the highest monthly rent during the term of this lease contract ("Reletting Fee") if you (1) fail to move in or (2) move out without prior written approval, or (3) are judicially evicted. You agree that the Reletting Fee is a reasonable estimate of such damages and that the charge is due whether or not our Reletting attempts succeed. The Reletting Fee does not release you from continued liability for future or past-due rent, charges, fees or other sums due under this lease contract. The Reletting Fee is separate and distinct from the Assignment Fee. The Reletting Fee applies if and/or when Owner finds a replacement Resident, whereas the Assignment Fee applies when Resident finds a replacement Resident approved by Owner.

Notwithstanding the commencement of a judicial eviction or dispossession proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all rent installment(s) and additional rent accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all rent installment(s) and additional rent accruing thereafter until the earlier of the expiration of the term of the lease contract or the re-rental of the exclusive bed space. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws. The exercise of any one remedy shall not be deemed exclusive of the right to collect rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the rules and regulations now or hereafter enacted prescribe warnings and/or charges for certain actions of Resident which may constitute violations of this lease contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the rules and regulations. Resident shall be responsible for all reasonable legal fees and cost connected therewith to the extent allowed by applicable law. Resident must pay all collection agency fees if Resident fails to pay all rent due within 10 days after Owner sends a letter demanding payment and stating that collection agency fees will be added if Resident does not pay all rent by that deadline. Owner may report unpaid rent or other charges to the applicable credit reporting agencies for recordation in Resident's and guarantor's credit record.

### 1.26 GUESTS

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Resident is responsible for the safety, negligence and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, amenities and community because any violation of this lease contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the lease contract or any rules of the community or disturbing other Residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and roommates shall not have more than ten (10) persons in the Premises and unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods.

### 1.27 PETS/ANIMALS

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No pets or animals of any kind will be permitted on Premises, EVEN TEMPORARILY, without the written consent of the Landlord. You will be subject to a \$250.00 fine if found to have a pet, or animal without the written consent of the Landlord. If an animal has been in the apartment at any time during the Resident's term of occupancy (with or without Owner's consent) Owner will charge Resident for de-fleaing, deodorizing and shampooing.

### 1.28 RODENTS/PESTS/FLEAS

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Whenever infestation of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the Landlord. Tenant(s) of single unit private dwellings shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the Premises he occupies. Tenant(s) responsibility for extermination shall begin thirty (30) days after occupancy commences, providing the unit is free of infestation upon occupancy.

### 1.29 MOVE-OUT PROCEDURES

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Upon termination of this lease contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full

application of the deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying and replacement costs, which will be due within 30 days of such billing. In the event, Resident moves out prior to the end of the term of this lease contract, Resident shall be responsible for either the Reletting Fee or the Assignment Fee, in addition to continuing liability for rent through the end of the term of this lease contract until appropriate suitable replacement Resident is identified.

### 1.30 KEYS

The Landlord will provide one key per lock to each Tenant. Non-returned keys will be deducted from security deposit at the rate of \$5.00 per key and \$35.00 for fob(if applicable).

### 1.31 LOCKOUT POLICY

During posted normal business hours, excluding holidays, Residents may come to the main office for assistance free of charge. Between the hours of 5:00pm-9:00pm you may call the emergency line and a staff member, if available, will help you. A call back number must be included in the message. After 9:00pm no lock out service is provided. Residents have the option of calling a locksmith at Residents' own expense.

### 1.32 NOISE/INTOXICANTS/PARTIES/ORDINANCES

Violation of local housing ordinances by Tenant(s) and disturbances to neighbors will not be tolerated. Tenant(s) are responsible for the conduct of their guests. Owner will not be liable to Resident or Resident's guests(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including, without limitation, theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with roommates. If local law enforcement authorities are needed to enforce ordinances or control noise, Tenant(s) may be subject to eviction.

### 1.33 SALE OF PREMISES

Michigan Public Act 348 Section 14. The Landlord shall be liable for the security deposit until transfer of the deposit to the new Owner and written notification to the Tenant(s) by ordinary mail for the transfer and of the new Owner's name and address.

### 1.34 LEASE ALTERATIONS

Any alterations to this agreement shall be in writing and signed by Landlord and Tenant(s). Lease alterations must not violate local, state or federal laws and must comply with the requirements of Michigan Public Act 454 (truth in Renting Act.)

### 1.35 CONFLICT RESOLUTION SERVICE

A conflict resolution service is provided by off-campus life at Western Michigan University for disputes, involving Western Michigan University students that cannot be resolved between Landlord and Tenant(s).

### 1.36 VIOLATION OF A CLAUSE MAY BE REASON FOR EVICTION

**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 THE AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

### 1.37 SCHEDULE OF FEES

#### **ALL INSTALLMENTS AND FEES MADE PAYABLE TO:**

Main Street Properties 2701 W. Michigan Suite 107 Kalamazoo, MI 49006

#### **NON-REFUNDABLE APPLICATION FEE \$25.00**

- *Renewals are not required to pay fees twice*

#### **ADMINISTRATION/HOLD FEE \$35.00**

- *Refundable within 72 hours of submitting of application approval*

#### **LATE CHARGE \$35.00**

- If your rent is not paid by 5:00pm on the fifth(5) day of the month, your rent is late and you will be charged \$35.00 in addition to your rent
- If your rent is not received by the seventh (7) day of the month, we will initiate the eviction process and you will incur further administrative and legal fees.

**RETURNED CHECK CHARGE FOR EACH RETURNED CHECK \$35.00**

**PET FEE(NON-REFUNDABLE) \$250.00**

- 1 time per pet, 2 pets maximum

**PET RENT(per month) \$25.00**

- per pet, 2 pets maximum

**ASSIGNMENT FEE \$250.00**

**HOLDOVER 150% of monthly rent**

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Sign and Accept

### 2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed