



1. SECTION 1

1.1 INTRODUCTION

By this Agreement, made on 4/5/2022, between Nelson PM herein known as "Landlord" and _____ herein known as the "Tenant". The Landlord agrees to lease the premises located at

21804 Rausch Ave
Eastpointe, MI 48021

Occupants:

Together with all tenants and occupants for a lease term between _____ and to end on _____

1.2 RENT

Tenant agrees to pay, in advance and without demand, to the Landlord for the demised premises the sum of

Lease Total:

Monthly Rent:

Tenant Benefit Package: \$20.00 from each monthly payment.

Renewal Fee: \$75.00 Charged to tenant(s) upon renewal signing. (Annual)

per month in advance of the 1st day of each calendar month beginning on _____.

Nelson Property Management Online Portal or other such place as Landlord might designate.

Rent payment shall be made by electronic funds transfer via **Online Tenant Portal**. The method of rent payment within these guidelines is at the discretion of the Tenant, but **recurring electronic transfer is preferred**. A \$50 Non Sufficient Funds (NSF) fee will be assessed for returned checks; rent is not considered paid until the check clears the bank, therefore late fees will apply until funds are received. Tenant is fully responsible for ensuring that rent is received on time while setting up these services and it is a good idea to make arrangements well in advance of the rent due date in order to ensure prompt payment is made.

All payments are to be made payable to:

Nelson Property Management, LLC

Application of payments. 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 charges, fines, and assessments against Landlord caused by Tenants; seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

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1.3 LATE FEES

It is the full responsibility of the Tenant to pay rent *prior to* the established due date. **If rent payment is not made within 5 days after rent is due, a late fee of \$50 is applied on the 6th of each month for each monthly rent installment not fully paid. If rent payment is not made within late fees post after 7 days after rent is due, a late fee of \$20 for each monthly rent installment not fully paid along with a 7 day notice. If rent payment is not made within late fees post after 10 days after rent is due, an additional late fee of \$50 is applied on the 11th of each monthly rent installment not fully paid. Late fees shall be paid by the due date of the next regularly scheduled rental installment and shall be deemed additional rent due from Tenant.**

Chronic late payment of rent. Rent is due on the first of each month. Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during this lease.

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

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2. SECTION 2

2.1 REPORT TO CREDIT/TENANT AGENCIES

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report. However, If rent is paid on time a positive rating is submitted.

2.2 SECURITY DEPOSIT

Upon execution of this lease, the Tenant will deposit with the Landlord a sum in the amount of **\$0.00**, receipt of which is acknowledged by the Landlord, as security for the faithful performance of the requirements and obligations set forth in this lease, to be returned to the Tenant without interest on the full and faithful performance of by the Tenant of the provisions hereof. Tenant cannot use the security deposit during the occupancy, or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property. Landlord shall furnish, no later than 30 days after the Tenant has vacated the Premises, an itemized statement for the security deposit. Landlord may use/deduct security deposit funds for the damage, cleaning, legal expenses, cost of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys are issued and not returned or if tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. **ALL TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE SECURITY DEPOSIT.**

2.3 QUIET ENJOYMENT

The Landlord agrees that on paying the rent and performing the covenants provided herein, the Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. However, Tenant agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident or neighbor. Premises shall be used as a residence only. Operating a business from this property is prohibited without prior, express, and written approval from the Landlord and without first obtaining all requisite City, County, State and Federal permits, variances, business certificates, tax identification numbers, and other forms.

By initialing below, you acknowledge and agree to the terms in Section 2.

Initial	Initial

3. SECTION 3

3.1 USE AND DAMAGE OF PREMISES

The demised premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement

of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Tenant shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

3.2 NOISE AND NUISANCE

QUIET HOURS COMMENCE AT 10PM AND CONTINUE UNTIL 7AM. TENANT, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate or permit to be operated any phonograph, radio, television set, or other amplified sound system on the premises during quiet hours. No radio or sound system shall be operated in the Premises except at a low and acceptable sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearm in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant plays musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of this Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Landlord within five (5) days. Tenant(s) agree not to move in or out of Premises during quiet hours.

3.3 ASSIGNMENT AND SUBLETTING

Without the prior written consent of the Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent given by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent given to any subsequent assignment, subletting, concession or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this lease.

By initialing below, you acknowledge and agree to the terms in Section 3.

Initial	Initial

4. SECTION 4

4.1 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the buildings on the demised premises or construct any building or make any other improvements on the demised premises without the prior written consent of the Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of the Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

4.2 DANGEROUS MATERIALS

Tenant shall not keep or have on the lease premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

4.3 UTILITIES

Tenant shall be responsible for arranging and paying for all utility services required on the premises. Including but not limited to water, sewer, trash, gas and electric. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the property thirty (30) days' written notice. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or to inform Landlord of shut off shall be at Tenant's Expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by the Landlord.

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4.4 PARKING

If Tenant is assigned parking space(s) on the Landlord's property, the parking space shall be used exclusively for parking of passenger automobiles and those approved vehicles listed on Tenant's Rental Application.

Tenant is hereby assigned or permitted to park only in the following area or space _____. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by Tenant or Tenant's guest(s). Tenant is responsible for oil leaks and other vehicle discharges for which Tenant shall be charged for cleaning if deemed necessary by the Landlord. Storage of boats, trailers, RVs, or any other vehicles other than those listed in the Rental Application are prohibited.

By initialing below, you acknowledge and agree to the terms in Section 4.

Initial	Initial

5. SECTION 5

5.1 MAINTENANCE AND REPAIR

Tenant will, at Tenant's sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the walks free from dirt, snow and debris; deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean; dispose of items of such size and nature as are not normally acceptable by the garbage hauler; keep the kitchen and bathroom drains free of things that may tend to cause clogging of the drains and shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks; and, at Tenant's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of Tenant's employee, family, agent, or visitor, shall be the responsibility of the Landlord or Landlord's assigns. Tenant agrees that no signs shall be placed or painting done on or about the leased premises by the Tenant or at Tenant's direction without the prior written consent of the Landlord. **Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance with city ordinance. Tenant agrees to maintain lawn properly all times and tenant is solely responsible for any tickets and fines issued by city for not maintaining lawn.** Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of.

All service or repairs, which fall within the responsibility of the Landlord, shall be requested via Online Portal. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall

respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notifying Landlord:

1. **Smoke detector will not work when tested:** Test with approved smoke detector smoke spray, replace battery.
2. **Smoke Detector beeps:** Replace battery, check for property wire termination connection.
3. **No power to plugs or switches:** Check and retest breaker panel or replace blown fuses. Check and reset all GFCI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.
4. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord

- detailing circumstances of breakage.
- 5. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service call as a result of failure to keep appointments with repairman.
- 6. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- 7. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Under no circumstances is Tenant to perform any electrical repairs.
- 8. Carpet cleaning when it becomes soiled during tenancy.
- 9. Maintaining normal insect control.
- 10. **Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks into drains.** Tenant agrees to pay for cleaning the drains of any and all stoppages, except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.
- 11. Routine cleaning of window coverings.

By initialing below, you acknowledge and agree to the terms in Section 5.

Initial	Initial

6. SECTION 6

6.1 RIGHT OF INSPECTION

*The Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Landlord may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. **Landlord shall give 24 hours advance notice when possible and reasonable notice at all times and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs.** Landlord is permitted to make all alterations, repairs and maintenance that in the Landlord judgment are necessary to perform.*

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6.2 MOVE-IN PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-in date and will pay any fees that are associated with the move-in procedure. Tenant will be provided Three (7) calendar days after move-in to conduct an inspection of the premises and to note any deficiencies or inoperable appliances. Forms for conducting the inspection may be provided by the Landlord. **If no report is filed by the Tenant within this time period, it is assumed that there are no deficiencies in the property and that all appliances are in working and acceptable condition upon move-in.** It is strongly encouraged for the Tenant to conduct a thorough move-in inspection.

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6.3 MOVE-OUT PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-out date Sixty (60) days in advance, and will pay any fees that are associated with the move-out procedures. Landlord will conduct an inspection of the premises within Thirty (30) calendar days of the expiration of the lease. Prior to the inspection, the Tenant shall:

- Change all air filters on furnace and air conditioning units.
- Use a professional cleaning service to have the Premises, including kitchen, bath, appliances, floors, walls and windows, carpet, and dryer vents cleaned and the trash removed. Tenant must provide a copy of a professional cleaning service receipt in order to satisfy this requirement. Failure to fulfill this obligation may result in cleaning fees being deducted from the security deposit.
- Replace all expired light bulbs.

If deficiencies are noted during the move-out inspection that were not noted in the move-in inspection, Landlord will conduct repairs that Landlord deems necessary to restore the condition of item(s) to pre-move-in condition and will deduct those expenses from the Tenant's security deposit. It is the Tenant's responsibility to leave with the Landlord a forwarding address and phone number in order to issue a refund of the Tenant's security deposit. If Tenant does not provide such forwarding address, Landlord will hold Tenant's security deposit for a term of not less than Sixty (60) days, after which, if Tenant fails to provide necessary contact information and if Landlord has no reasonable recourse through which to obtain a new address or phone number for the Tenant, Tenant forfeits the security deposit.

By initialing below, you acknowledge and agree to the terms in Section 6.

Initial	Initial

7. SECTION 7

7.1 WEAR AND TEAR GUIDELINES

Normal wear and tear shall be defined as follows: The physical deterioration that occurs with the normal use of the property, without negligence, carelessness, accident, or abuse of the premises or equipment by the Tenant, members of the Tenant's household or their guests. Tenant is not responsible for loss in value by normal use, deterioration, or depreciation in value by reasonable use. This specifically excludes items that are missing from the property at the termination of the occupancy. The definition of deterioration shall mean through natural causes, the sun, or the weather acting upon the structure, or the aging of the appliances and the mechanical equipment in the home.

7.2 ALTERATIONS

Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include but are not limited to: painting, wallpapering, and hanging of murals or posters. No nails, screws, or other fasteners may be nailed, screwed, or otherwise placed in the doors, exterior siding, or woodwork. Tenant agrees not to use tape or adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceedings caused by the Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

7.3 ANIMALS OR PETS

Tenant shall keep no domestic or other animal, fowl, fish, reptile, and/or pet of any kind on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the Landlord. Such consent, if granted, shall be revocable at the Landlord's option upon giving a thirty (30) day written notice. In all cases, Landlord has full discretion to approve or disapprove any pet for any reason other than for reasons as delineated by state or US federal laws shall be required. Any violation of said ordinances, by-laws, rules or regulations will be the full responsibility of the Tenant and any fees or disciplinary action taken by the City, County, or Condominium Association against either Tenant or Landlord due to pets will be the full responsibility of the Tenant to resolve. This includes paying for associated legal fees of both Tenant and Landlord, any repairs to the Property or common areas of a Condominium Association, and any other fees or dues associated with violation of the Pet Rules of the Condominium Association.

By initialing below, you acknowledge and agree to the terms in Section 7.

Initial	Initial

8. SECTION 8

8.1 DISPLAY OF SIGNS

During the last thirty days of this lease, the Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchases or tenants, provided reasonable prior notice is given to the Tenant.

8.2 SUBORDINATION OF LEASE

This lease and the Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

8.3 HOLDOVER BY TENANT

Should Tenant remain in possession of the demised premises with the consent of the Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminated on thirty days' written notice served by either Landlord or Tenant on the other party.

8.4 SURRENDER OF PREMISES

At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good status and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

8.5 DEFAULT

If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Landlord, shall terminate and be forfeited, and the Landlord may have all persons removed from the premises. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within fifteen days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

8.6 ABANDONMENT

If at any time during the term of this lease, Tenant abandons the demised premises or any part thereof, Landlord may, at Landlord's option, enter the demised premises by any means without becoming liable for any prosecution therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for the Tenant re-let the demised premises or any part thereof for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left of the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so, so long as such actions are taken consistent with the obligations and responsibilities under such conditions are governed by the laws of this State.

By initialing below, you acknowledge and agree to the terms in Section 8.

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9. SECTION 9

9.1 RADON GAS DISCLOSURE

As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings of every state. Additional information regarding radon and radon testing may be obtained from your county public health unit or at the Environmental Protection Agency's "Radon Gas—Protection for Tenants" webpage located at <http://www.epa.gov>

9.2 LEAD PAINT DISCLOSURE

"Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any

interest in residential real estate is required to provide the Tenant/lessee with any information on lead- based paint hazards from risk assessments or inspections in the lessor's possession and notify the Tenant/lessee of any known lead-based paint hazards. For additional information, see the Environmental Protection Agency's site on Lead-Based Paint at <http://www.epa.gov>. The demised premises contained in this lease **were / were not** constructed before 1978 and **do / do not** fall under the provisions and restrictions of the Lead-Based Paint Act.

9.3 MEGAN'S LAW DISCLOSURE

Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides, or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. The Tenant acknowledges that the Landlord and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration.

9.4 INSURANCE

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Landlord shall not be responsible for any of the Tenant's property lost or stolen either from the Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property. Tenant benefit package Info on personal lost can be found on our website at www.Nelsonpm.com

By initialing below, you acknowledge and agree to the terms in Section 9.

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10. SECTION 10

10.1 LOCKOUTS

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$25 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$50 for all other times. This fee is due and payable when the service is provided.

10.2 REASONABLE TIME FOR REPAIRS

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

10.3 DISCLOSURE OF LANDLORD/AGENT

The management company is Nelson Property Management. This company may be represented at various times by its employees or agents, who will carry identification. Management Company is authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. The address for the Management Company is 32631 Utica Rd. Fraser, MI 48026 and phone number is 586-294-6800.

10.4 COMPLIANCE WITH CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

This property is / is not (check one) subject to the rules and regulations of a Condominium or Homeowner's Association. Tenant agrees to abide by the Condominium/Homeowner's by-laws, rules, and regulations as set for by the Condominium/Homeowner's Association.

Tenant is welcome to participate with the Board of Directors of the Condominium/Homeowner's Association or any element of the management of the property as a collective as long as they do not represent themselves as an owner of the property. As a Tenant, they will

not be eligible to vote in the Association, but may participate to the extent that they wish to do so. By signing this Addendum, Tenant agrees that they have received, read, and agree to abide by the applicable Condominium/Homeowner's Association General Rules and Regulations.

By initialing below, you acknowledge and agree to the terms in Section 10.

Initial	Initial

11. SECTION 11

11.1 NOTICES

All notices to Tenant shall be served at Tenant's premises and all notices to Landlord shall be served at:

**Nelson Property Management
32361 Utica Rd.
Fraser, MI 48062**

11.2 MONEY DUE PRIOR TO MOVE-IN

The following fees and rents are due by the Tenant to the Landlord prior to move-in or assumption of the demised premises:

\$ 0.00 Security Deposit

\$ 0.00 First Month's Rent

\$ 75.00 Admin Fee

Total: \$ 925.00

Full payment of the above amount must be received by Landlord prior to move-in. All payments are to be made payable to: Nelson Property Management via it's online portal.

By initialing below, you acknowledge and agree to the terms in Section 11.

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12. Addendum to Lease Agreement

12.1 ADDENDUM

This addendum to be part of and incorporated thereto in the attached Lease Agreement dated for the property located at

**21804 Rausch Ave
Eastpointe, MI 48021**

The following is/are to be considered part of the above referred Residential Lease Agreement:

PIPE-FREEZE PREVENTION: If Tenant plans to be away from the premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

SLEEPING ROOMS: Basements, attics, and other rooms must not be used as sleeping rooms as they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety.

TENANT BENEFIT PACKAGE: \$20.00 of each rent payment is applied to the tenant benefit package which includes: Renter insurance, credit reporting, 24 hour service portal.

13. Sign and Accept

13.1 JOINTLY AND SEVERALLY

The undersigned Tenants are jointly and severally responsible and liable for all obligations under this agreement. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

13.2 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Landlord and Tenant. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. IN WITNESS THEREOF, the parties have executed this lease on the day and year first written above.

NOTICE: State law establishes rights and obligations for parties to a rental agreement. This agreement is required to comply with the Truth in Renting Act or applicable Landlord Tenant Statute or code for your state. If you have a question about the interpretation or legality of a provision of this document, you may want to seek assistance from a lawyer or other qualified person.

By signing below, you acknowledge and agree to the terms in Section 13.

X _____

X _____

X _____
Landlord

MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Nelson PM (OWNER OR AGENT) AND (TENANTS) FOR THE PREMISES LOCATED AT 21804 Rausch Ave Eastpointe, MI 48021.

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO THE PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURLY CLOSE SHOWER DOORS OF PRESENT
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT(S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

X _____

X _____
Landlord

MARIJUANA (CANNABIS) POLICY LEASE ADDENDUM

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord. This lease addendum states the following terms, conditions and rules which are hereby incorporated into the lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of the Marijuana (Cannabis) Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke and odor; (ii) the increased maintenance, cleaning, and redecorating costs from smoking and cultivation; (iii) the increased risk of fire from smoking and cultivation; and (iv) the growing or cultivation of marijuana and/or cannabis plants.

2. **Definitions: Smoking.** The term smoking means the use of any or all tobacco or smoking products is defined as all nicotine, tobacco-derived or containing products, and plant based products including, but not limited to, cigarettes (e.g., clove, bidis, kreteks), electronic cigarettes (vapes) and electronic juices containing nicotine, cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff) and/or any other drug substance or paraphernalia including the use of lighted marijuana (recreational and/or medical) and/or cannabis derived substances is strictly prohibited. Cultivation: The term cultivation means the growth or act of growing marijuana (recreational and/or medical) and/or cannabis. Cultivation also covers all stages of growth beginning with the Germination process which is where the seeds sprout and the root emerges until the plants are ready to be harvested.

3. **No-Smoking or cultivating Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a no-smoking or cultivating living environment. Tenant and members of Tenant's household shall not smoke or cultivate anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community nor shall Tenant permit any guests or visitors under the control of Tenant to do so unless given written permission by the landlord to do so.

4. **Determining tenant violation of no smoking policy.** Examples of violations include, but are not limited to: • Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in nonsmoking areas under tenant's control. • Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control. • Damages to the interior of the property (i.e. carpets, countertops) that are the result of burns caused by smoking products and/or debris and stains from cultivation. • Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls. • Repeated reports to staff of violations of this policy by third parties.

5. **Tenant to Promote No-Smoking and cultivation Policy's and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are third-party beneficiaries of Tenant's no-smoking lease addendum with

Landlord. A Tenant may bring legal action against another Tenant related to the no-smoking lease addendum, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking lease addendum shall not create a presumption that the Landlord breached this no-smoking lease addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this lease addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this lease addendum shall be considered a material breach of the lease and grounds for enforcement actions, including eviction, by the Landlord. A waiver of the lease requirement of no-smoking can only be made in writing.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a no-smoking and no cultivation policy and the efforts to designate the rental complex as no-smoking and cultivation do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as no-smoking and cultivating any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or cannabis odors. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this lease addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce the no- smoking policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or cultivation or has been given written notice of said smoking or cultivation. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this lease addendum than any other landlord obligation under the Lease.

9. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the no-smoking Policy. As current tenants move out, or enter into new leases, the no-smoking policy will become effective for their unit or under the new lease.

X _____

X _____

X _____
Landlord