

LEASE

This lease entered into as of _____, 2006, between Landlord, Motor Wheel Lofts, LLC, and Tenant, _____, for the following described Premises: Unit _____ at 707 Prudden Street, Lansing, MI 48906.

In consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

1. **Term.** The term of this lease shall be one (1) year, beginning on _____, 2006, or upon such date the premises shall be available for occupancy, whichever is later. And ending _____ 2007.
2. **Occupants.** The maximum number of occupants for the Premises is _____ occupants. Only the following individuals shall occupy the Premises unless written consent of the Landlord is obtained.

Tenant will be provided with one (1) proximity card for each occupant parking space. All proximity cards must be returned to Landlord at the end of the Term of this Lease. Tenant will be charged \$100.00 for each proximity card that is not returned to Landlord. If a proximity card is lost or stolen, Landlord will provide a new card at a replacement cost of \$100.00.

3. **Rent/Late Fees.** Tenant shall pay Landlord as rental for the Premises on the first day of each calendar month during the Term of this Lease the sum of \$ _____, delivered to the Landlord at the address set forth in Paragraph 8 below, or at such a place as the Landlord may designate from time to time in writing. In the event that the Landlord does not receive the entire rent payment owed hereunder on or before the fifth day of the month in which the payment is due, Tenant shall pay a late charge equal to 10% of the monthly rent. In addition, Tenant shall pay a return fee for any check that cannot be processed equal to \$30.00.

Money received by Landlord from Tenant shall be applied to Tenant's account in the following order: (a) unpaid late fees, dishonored check fees and fines; (b) maintenance and repair costs chargeable to Tenant; (c) legal fees and court costs chargeable to Tenant; (d) outstanding utility bills that are the responsibility of Tenant; (e) deposits or portions thereof due from Tenant; and (f) rent.

4. **Chronic Late Payment of Rent.** Rent is due on the first of each month, and notwithstanding any other terms or conditions of this Lease, Landlord may terminate this Lease because Tenant(s) is/are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three (3) or more occasions during the Term of this Lease.
5. **Delay of Possession.** Landlord shall not be liable to Tenant for delays associated with providing the Premises ready for occupancy. Tenant understands and agrees that occupancy is contingent upon a number of factors, which could delay Tenant taking possession indefinitely.
6. **Parking Garage.** Included in this Lease Tenant does/does not have the right to use ___ underground parking space(s) for an additional monthly fee of \$_____ per month, payable in addition to and simultaneously with the rent provided for in Paragraph 4 above. Tenant acknowledges that the parking spaces are currently unassigned, but that at any time during the Term hereof, Landlord shall have the right to assign parking spaces in its sole discretion. No bicycles or other personal property of Tenant may be stored in the parking garage. Landlord shall not be responsible for any loss or damage to any vehicle or other property of Tenant located in the parking garage or elsewhere on the property.

Vehicle Make _____ License Plate # _____ Year _____

Vehicle Make _____ License Plate # _____ Year _____

Vehicle Make _____ License Plate # _____ Year _____

Tenant will be provided with one (1) proximity card for each underground parking space. All proximity cards must be returned to Landlord at the end of the Term of this Lease. Tenant will be charged \$100.00 for each proximity card that is not returned to Landlord. If a proximity card is lost or stolen, Landlord will provide a new card at a replacement cost of \$100.00.

7. **Furnishings.** Unless otherwise expressly provided herein, the Premises are rented as unfurnished. The term "unfurnished" means that Landlord will provide a stove, oven, microwave, refrigerator, garbage disposal, dishwasher and washer/dryer and Tenant will provide all other furnishing.

- 8. Notice to Landlord.** Notices required under the Truth in Renting Act or provided for hereunder shall be sent to:

Motor Wheel Lofts
PO Box 12147
Lansing, MI 48906
Attn: Caralee Swanberg

or to such other person and/or address as Landlord may from time to time in writing supply to Tenant.

- 9. Security Deposit.** Tenant will deposit with Landlord a Security Deposit in the amount of \$ _____, as security for the full performance of the obligations of Tenant under this Lease. If Tenant shall default in any payment of rent or utilities and/or cause damage to the Premises, Landlord may use or retain all or any part of the Security Deposit as reimbursement for those amounts owed.

The Security Deposit, less any deductions, with an itemized list of damages, shall be returned to Tenant within 30 days of any termination of this Lease.

Michigan laws provide that :

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.

IT IS SPECIFICALLY UNDERSTOOD THAT THE SECURITY DEPOSIT SHALL NOT BE CONSIDERED PREPAID RENT AND SHALL NOT BE APPLIED BY TENANT ON THE LAST MONTH'S RENT.

- 10. Cleaning Fee.** A nonrefundable cleaning fee in the amount of \$ _____ is to be paid in addition to and simultaneously with the Security Deposit.

- 11. Use.** Tenant shall use and occupy the Premises exclusively for residential purposes and only by the Tenant and Occupants whose names appear above. Tenants may conduct no business of any sort whatsoever for the Premises.

SMOKING IS PROHIBITED IN THE PREMISES AND IN ALL OTHER PARTS OF THE BUILDING IN WHICH THE PREMISES ARE LOCATED. RESPONSIBLE USE OF SMOKING STATIONS LOCATED

IN THE COURTYARD OF THE PREMISES WILL BE STRICTLY ENFORCED. ALL SMOKING MUST BE DONE AT LEAST 50 FEET FROM ANY ENTRANCE/EXIT AT DESIGNATED SMOKING STATIONS. ANY VIOLATION OF SMOKING POLICY BY TENANT OR TENANT'S INVITEES WILL RESULT IN FINES AND/OR EVICTION. THE FIRST VIOLATION OF SMOKING POLICY WILL RESULT IN A FINE OF \$100.00; THAT FINE WILL DOUBLE WITH EACH SUBSEQUENT VIOLATION.

- 12. Assignment/Subletting.** Tenant may not assign or transfer this Lease, or hypothecate or mortgage the same or sublet the Premises.
- 13. Condition of Premises.** By executing this Lease, or in the event of construction of the Premises is not yet completed, this by taking possession of the Premises, Tenant is accepting the Premises in it's AS IS condition. Tenant shall keep the Premises, including any fixture, appliances and other personal property of the Landlord, in good repair during the Term of this Lease and at the expiration thereof to yield and deliver up the same in like condition as when taken. Reasonable wear thereof and damages by the elements accepted. Tenants shall not paint, paper or otherwise make any alterations or improvements to the Premises without Landlord's prior written consent, which may be withheld in the Landlord's sole discretion.
- 14. Utilities.** Landlord shall provide water, sewer and trash removal service at Landlord's cost. Tenant shall be responsible for and pay all other utility bills with respect to the Premises during the Term hereof, including but not limited to telephone, electricity, gas and cable. Landlord shall not be liable for any failure or interruption of utility service being furnished to Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease. Tenant shall pay a \$25.00 administrative fee for any utility bill that is required to be paid by Tenant but is billed to Landlord.
- 15. Default.** Tenant's failure to pay rent when due, or to perform any of its obligations hereunder, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of five (5) consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due through the Term of this Lease and demand immediate payment thereof. Tenant may not be liable for the total accelerated amount of rent due hereunder because of the Landlord's obligation to minimize damages through attempted re-renting of the Premises.

If Tenant fails to pay rent or any other sum required under this lease when due, or if a health hazard or extensive and continuing physical injury to the Premises

exists, Landlord may terminate this Lease by providing seven (7) days written notice.

If Tenant, a member of Tenant's household, or other person under Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased Premises, landlord may terminate this Lease by providing seven (7) days written notice.

If Tenant breaches any other provision of this Lease or any policies set forth by the Landlord, Landlord may terminate this Lease by providing one month's written notice.

16. Landlord's Access. Landlord reserves the right to enter the Premises at all reasonable hours for inspection, maintenance and repair, Tenant hereby agrees that for a period of sixty (60) days prior to the termination of this Lease, Landlord may show the Premises to other prospective tenants. Except for entry in an actual or apparent emergency, Landlord shall make reasonable effort to inform Tenant in advance of its intention to enter and shall attempt to establish a mutually acceptable time.

17. Indemnification. Tenant shall hold Landlord harmless from and against any loss or damage to persons or property occurring during the Term of this Lease in or about the premises that may be occasioned by or through the acts or omissions of Tenant or other Occupants of the Premises, or their respective agents or their invitees.

18. Fire or Other Casualty. If the Premises become wholly untenantable though damage or destruction not occasioned by the intentional acts or negligence of Tenant or other occupants, this Lease shall terminate. If partially untenantable, Landlord shall repair the same with all reasonable speed, and obligation of Tenant to pay monthly rental shall continue.

19. Quiet Enjoyment. So long as Tenant is not in breach of covenants contained in this Lease, Tenant shall and may peacefully and quietly have, hold and quietly enjoy the Premises for the Term aforesaid.

Tenant agrees and acknowledges that governmental involvement in a Tenant activity affects the value of overall property. Therefore, Tenant agrees that in the event that Tenant is issued a notice, ticket, complaint, cause of action or other similar action is taken by a governmental entity or official for a violation of a governmental law, regulation, code or ordinance arising out of or relating to Tenant's occupancy, Tenant will pay Landlord's actual damages including costs or \$500.00 whichever is greater for each notice, ticket, complaint or cause of action.

- 20. Eminent Domain.** If, during the Term of the Lease, the Premises shall be taken which shall result in a total or partial eviction under the power of eminent domain, this Lease shall terminate as of the date of the taking. Tenant shall have no right to any payment or compensation in connection with any condemnation of the Premises.
- 21. Holding Over.** This Lease shall terminate and Tenant shall vacate the Premises at the expiration of the Term stated herein. Any failure to vacate the premises at the termination of this Lease, absent execution of a renewal lease, shall be deemed a tenancy from month to month, which shall be governed by all applicable terms of this Lease, except that the monthly rent shall be twice the amount stated above. Tenant will also be responsible for any actual damages suffered by the Landlord resulting from the Tenant's holding over.
- 22. Pets.** No pets shall be allowed on the Premises other than one (1) cat or one (1) dog weighing less than 75 pounds, and then only with prior written consent of Landlord and payment of pet fee of \$ _____ per month, payable in addition to and simultaneously with the rent provided for in Paragraph 4. Landlord shall have the right to revoke its consent on the even that the Tenant's pet becomes a nuisance to other tenants. Revocation of consent for pet is not grounds for Tenant to terminate Lease. Only pre-authorized pets are permitted on the Premises. If an unauthorized pet is found on the Premises, Tenants will be charge \$60.00 per month beginning from the start of this Lease and authorization of pet will not be granted. If Tenant has authorization for pet, Landlord and Tenant shall initial this Paragraph. _____ Tenant _____ Landlord
- 23. Patio Use.** If Premises includes a patio, only the following furnishings are permitted on the patio; one (1) outdoor dining table; four (4) outdoor dining chairs; one (1) chaise style outdoor chair and one (1) personal outdoor grill. If Tenant has been give authorization to keep pet on the Premises, Tenant expressly agrees that the pet is never to be left unattended on Patio at any time. No storage of any kind is permitted in patio. SMOKING IS NOT PERMITTED ON PATIO.
- 24. Satellite Dishes.** The mounting of or use of Satellite Dishes in or around the Premises is prohibited.
- 25. Keys.** Landlord may retain a key to the Premises throughout the Term of this Lease. Tenant shall not change the locks. If Tenant requires locks to be changed, Tenant shall notify Landlord. Landlord will make arrangements to have locks changed as soon as possible at the Tenant's expense. If Tenant changes locks, Tenant will be charged a fee of \$500.00. Upon termination of the Lease, Tenant shall return all keys to the Premises including mail box keys to Landlord. If all keys are not returned at the termination of this Lease there will be a \$100.00 charge for re-keying the locks. Landlord may charge Tenant a reasonable amount for replacing lost keys and for responding to Tenant's requests to assist in gaining entry to the Premises.

26. Termination of Lease. Michigan Law provides that a tenant who has occupied a rental unit for more than 13 months may terminate a lease by a 60 day written notice if one of the following occurs: (a) the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility; or (b) the tenant becomes incapable during the lease term of living independently; as certified by a physician in a notarized statement.

27. Waiver. Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount.

28. Joint and Several Obligation. Where there is more than one Tenant, each Tenant is jointly and severally liable for all obligations hereunder.

29. Policies of Landlord/Rules and Regulations. From time to time, Landlord shall have the discretion to create Rules and Regulations that shall govern the Tenant living in the Premises. Tenant agrees to abide by these rules and regulations and agrees that said rules and regulations shall be incorporated and made part of this Lease. Tenant agrees to abide by all policies, rules and regulations set forth by Landlord.

30. Entire Agreement. The foregoing covenants constitute the entire agreement between the parties and may not be modified.

31. Additional Covenants

NOTICE: MICHIGAN LAW ESTABLISHED 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 LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.

MOTOR WHEEL LOFTS DOES NOT DISCRIMINATE AGAINST ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, DISABILITY, NATIONAL ORIGIN, AGE, FAMILIAL STATUS OR

MARITAL STATUS WHO IS ENAGAGED IN ANY REAL ESTATE TRANSACTION.

Landord:
MOTOR WHEEL LOFTS, LLC

Tenant:

By: _____

Its: _____

SAMPLE