**RESIDENTIAL CONDOMINIUM LEASE**

THIS LEASE has been entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“Landlord”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Tenant”), each of whom agree as follows:

1. PROPERTY:
   1. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises”).

* 1. The following personal property is included: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. TERM: The term begins on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Commencement Date”) and shall terminate on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_ AM PM.

Any holding over after the term of this Agreement expires, with Landlord’s consent, shall create a month-to-month tenancy which either party may terminate as specified in above. Rent shall be at a rate equal to the Rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.

**Co-Owners and Tenants Please Note:** The Condominium Bylaws for UPTOWN ROW Condominium require all leases to have a minimum initial term of at least twelve (12) months

**3. RENT:**

1. Tenant agrees to pay Rent at the rate of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month for the term of the Agreement.
2. Rent is payable in advance on the 1st (or 🞎\_\_\_\_\_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
3. If Commencement Date falls on any day other than the first day of the month, Rent shall be prorated based on a 30-day period. If Tenant has paid one full month’s Rent in advance of Commencement Date, Rent for the second month shall be prorated based on a 30-day period.
4. PAYMENT: The Rent shall be paid to (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at (address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or at any other location specified by Landlord in writing to Tenant.

**4. SECURITY DEPOSIT:**

A. Tenant agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a Security Deposit. The Security Deposit shall be deposited in the following financial institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

B. All or any portion of the Security Deposit may be used, as reasonably necessary, to: (1) cure Tenant’s Default in payment of Rent; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) utility bills not paid by Tenant.

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

If all or any portion of the Security Deposit is used during Tenancy, Tenant agrees to reinstate the total Security Deposit within five days after written notice is delivered to Tenant. Within thirty (30) days after Tenant vacates the Premises, Landlord shall (1) furnish Tenant an itemized statement indicating the amount of any Security Deposit used and the basis for its disposition, and (2) return any remaining portion of Security Deposit to Tenant.

C. No interest will be paid on Security Deposit, unless required by local ordinance.

D. Michigan law provides 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.**

**5. CLEANING FEE:** Tenant agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a non-refundable Cleaning Fee, which shall be delivered to the Landlord. This fee is for purposes of ordinary cleaning upon termination of the Tenancy and shall be considered earned immediately upon Tenant’s occupancy.

**6. MOVE-IN COSTS RECEIVED/DUE:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Total Due** | **Payment Received** | **Balance Due** | **Date Due** |
| Rent from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). |  |  |  |  |
| \* Security Deposit |  |  |  |  |
| Cleaning Fee |  |  |  |  |
| Other |  |  |  |  |
| **Total** |  |  |  |  |

\* The maximum amount that Landlord may receive as Security Deposit cannot exceed one and one-half month’s rent.

**7. PARKING:**

Parking is permitted as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The right to parking 🞎 is, 🞎 is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the parking rental fee shall be an additional $\_\_\_\_\_\_\_\_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks or sport utility vehicles). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. Tenant shall comply with all applicable vehicle restrictions or rules and regulations of UPTOWN ROW Condominium.

**8. STORAGE: (Check A or B)**

* A. Storage is permitted as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The right to storage space 🞎 is, 🞎 is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the storage space shall be an additional $\_\_\_\_\_\_\_\_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material.

**OR** 🞎 B. Storage is not permitted/provided on the Premises.

**9. LATE CHARGES/NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a non-sufficient funds (“NSF”) check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or 🞎 \_\_\_\_\_\_) calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, an additional sum of $\_\_\_\_\_\_\_\_\_\_ as Late Charge and $25.00 as a NSF fee, either or both of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant’s late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord’s acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any Default of Tenant. Landlord’s right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

**10. CONDITION OF PREMISES.** Tenant has examined Premises, all furniture, furnishings, appliances, and landscaping, if any, and fixtures, including smoke detectors.

(Check one:)

* A. Tenant acknowledges that these items are clean and in operative condition, with the following exceptions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR** 🞎 B. Tenant’s acknowledgment of the condition of these items is contained in an attached statement of condition.

**OR** 🞎 C. Tenant will provide Landlord a list of items which are damaged or not in operable condition within 3 (or 🞎 \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

**OR** 🞎 D. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**11. NEIGHBORHOOD CONDITIONS.** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**12. UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

except: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which shall be paid by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant’s proportional share, as reasonably determined by Landlord.

**13. OCCUPANTS:** The Premises are for the sole use as a personal residence by the following named persons only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**14. PETS:** No animal or pet shall be kept on or about the Premises without Landlord’s prior written consent, except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Tenant shall comply with all applicable pet restrictions or rules and regulations for UPTOWN ROW .

**15. RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord which are at any time posted on the Premises or delivered to the Tenant . Tenant shall not and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other residents or tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance or commit a waste or nuisance on or about the Premises. If Tenant makes illegal use of the Premises during the term of this Agreement, the Landlord has the sole and exclusive right to require the Tenant to immediately forfeit the remaining term of this Agreement. Such action by Landlord shall cause the Tenant to be in Breach of a Condition and shall constitute a Default.

**16. COMPLIANCE WITH UPTOWN ROW CONDOMINIUM DOCUMENTS:**

A. Tenant’s right to use and occupy the Premises is subject and subordinate in all respects to the provisions of the Master Deed and Condominium Documents (and any other document referred to in the Master Deed or Condominium Bylaws which affects the rights and obligations of a co-owner) of UPTOWN ROW Condominium ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the UPTOWN ROW Condominium Association may from time to time promulgate ("Rules and Regulations").

B. Failure by Tenant or any person on the Premises of UPTOWN ROW Condominium as a result of Tenant’s occupancy to comply with the provisions of the UPTOWN ROW Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease.

* 1. Tenant shall indemnify Landlord and UPTOWN ROW Condominium Association against and hold them harmless from any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of any of the Documents, Rules and Regulations, or any covenant of this Lease.
  2. Tenant shall reimburse Landlord for any fines or charges imposed by UPTOWN ROW Condominium Association or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

**17. MAINTENANCE:**

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests or invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay for all damage to Premises as a result of Tenant’s failure to report a problem in a timely manner. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewage lines.

B. 🞎 Landlord, 🞎 Tenant, shall maintain the garden, landscaping, trees, and shrubs, except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, without Landlord’s prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. Tenant shall commit no waste on the Premises. Tenant shall comply with all applicable restrictions and/or rules and regulations of UPTOWN ROW Condominium Association.

**19. KEYS/LOCKS:**

1. Tenant acknowledges receipt of (or Tenant will receive 🞎 prior to the Commencement Date, or 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_):

🞎 \_\_\_\_\_\_\_\_ key(s) to Premises, 🞎 \_\_\_\_\_\_\_\_ remote control device(s) for garage door/gate opener(s),

🞎 \_\_\_\_\_\_\_\_ key(s) to mailbox, 🞎 \_\_\_\_\_\_\_\_card for security gate\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

🞎 \_\_\_\_\_\_\_\_ key(s) to common area(s), 🞎 \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Tenant acknowledges that locks to the Premises 🞎 have 🞎 have not, been re-keyed.
2. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or operating devices. Tenant may not remove locks, even if installed by Tenant.

**20. ENTRY:** Tenant shall make Premises available to Landlord or representative or UPTOWN ROW Condominium Association for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that twenty-four hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or representative or UPTOWN ROW Condominium Association may enter Premises at any time without prior notice.

**21. ASSIGNMENTS/SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord’s approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord’s consent to any one assignment, transfer, or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease, and does not release Tenant or Tenant’s obligation under this Agreement.

**22.** 🞎 **LEAD PAINT (CHECK IF APPLICABLE):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives, and Tenant acknowledges receipt of, the disclosures on the attached form and a federally approved lead pamphlet.

**23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or 🞎 \_\_\_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent, Fees and Security Deposits paid.

**24. TENANT’S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall (a) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord in the same condition as referenced in paragraph 10; (e) clean Premises, including professional cleaning of carpet and drapes; (f) give written notice to Landlord or Tenant’s forwarding address within 4 days after you move; and (g) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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All improvements installed by Tenant, with or without Landlord’s consent, become the property of Landlord upon termination.

**25. BREACH OF CONTRACT AND DEFAULT/EARLY TERMINATION:**

1. Tenant’s failure to pay Rent when due, or to perform any of its obligations hereunder, or to comply with the provisions of the Condominium Documents or Rules and Regulations, 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 consecutive days while in Default, Tenant shall, at Landlord’s option, be deemed to have abandoned the Premises. Recover 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 throughout 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 Landlord’s obligation to minimize damages through attempted re-renting of the Premises.
2. In the event of a Default, it is understood that either party to this Agreement has the right to have a court determine the actual amount due and owing the other.
3. In addition to any obligations established by paragraph 26, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental; provided that, anything herein to the contrary notwithstanding, to the extent provided in MCL 554.601a, after Tenant has occupied the Premises for a continuous period of at least thirteen (13) months, Tenant shall have the right to terminate this Lease upon sixty (60) days written notice to Landlord if either of the following occurs:

(i) Tenant becomes eligible to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with proof of that eligibility.

(ii) Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

D. The Board of Directors for UPTOWN ROW Condominium Association shall also have the power to terminate this Lease and/or to institute an action to evict Tenant if Tenant fails to comply with the Condominium Documents and Rules and Regulations of UPTOWN ROW Condominium and after fifteen (15) days notice to the Landlord/Condominium Unit Co-owner.

**26. TEMPORARY RELOCATION:** Tenant agrees, upon demand of Landlord to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate the Premises.

**27. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant’s reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant’s guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**28. INSURANCE:** Tenant’s personal property and vehicles are not insured by Landlord or, if applicable, owner’s association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is required to carry Tenant’s own insurance (Renter’s insurance) to protect Tenant from any such loss.

**29. RELEASE:** Landlord and Tenant and the UPTOWN ROW Condominium Association each hereby release the others, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer’s right of subrogation.

**30. WATERBEDS**: Tenant shall not use or have waterbeds on the Premises unless: (a) Tenant obtains a valid waterbed insurance policy; (b) Tenant increases the Security Deposit in an amount equal to one-half of one month’s Rent; and (c) the bed conforms to the floor load capacity of the Premises.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate if delivered to Tenant by Landlord or Landlord’s agent within 3 days after its receipt. The tenant estoppel certificate acknowledges that this Agreement is unmodified and in full force, or in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant’s acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**34. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**35. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant’s rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant’s credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of credit report(s), or (b) at any time, upon discovering that information in Tenant’s application is false. A negative credit report reflecting on Tenant’s record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

**36. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The following **ATTACHED** supplements are incorporated in this Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**37. ATTORNEY’S FEES:** Neither party to this Lease shall be liable for legal costs or attorney’s fees incurred by the other in connection with a dispute arising hereunder, except to the extent that such costs or fees are specifically permitted by statute.

**38. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a final expression of the parties’ agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.

**39. SEVERABILITY**: In the event that any part of this Agreement shall be held invalid, the remainder thereof shall remain in full force and effect.

**40. AGENCY:**

**A. Confirmation:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the agent of

(check one): 🞎 the Landlord exclusively; or 🞎 both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if not same as Listing Agent) is the agent of

(check one): 🞎 the Tenant exclusively; 🞎 the Landlord exclusively; or 🞎 both the Landlord and Tenant.

**B. Disclosure:** 🞎 (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationship forms, has been provided to Landlord and Tenant, who each acknowledge its receipt.

**41. INDEMNIFICATION:** Neither Landlord nor the UPTOWN ROW Condominium Association shall be liable for any damage or injury occurring on or about the Premises to Tenant, his family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of their failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord’s or UPTOWN ROW Condominium Association’s failure to perform, or negligent performance of, a duty imposed by law.

**42. NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH-IN-RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM PROFESSIONAL COUNSEL OR OTHER QUALIFIED PERSON.**

1. THIS LEASE AGREEMENT SHOULD BE CAREFULLY REVIEWED BY ALL CO-OWNERS UTILIZING SAME AND IT IS ADVISABLE FOR EACH CO-OWNER TO OBTAIN PROFESSIONAL COUNSEL TO REVIEW THIS LEASE AGREEMENT PRIOR TO ITS USE. THE ASSOCIATION DISCLAIMS ANY LIABILITY TO ANY LESSOR OR LESSEE FOR THE USE OF THIS FORM.
2. A copy of this Lease Agreement shall be provided to the UPTOWN ROW Condominium Association Board of Directors upon its execution.

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

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

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

(owner or agent with authority to enter into this lease)

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

(owner or agent with authority to enter into this lease)

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this Agreement are not a party to the Agreement between Landlord and Tenant.

Real Estate Broker \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Listing Firm Name)

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_