

RENTAL AGREEMENT (Lease)

TERM:

This Rental Agreement (Lease) for _____ months, begins _____, _____ and ends the last day of _____, _____, and thereafter continues on a month-to-month basis between the Lessor, Amber Properties Company [Management], acting for itself and/or as authorized agent, and the Lessee(s) [Resident(s) or Tenant(s)]:

1. _____
2. _____ [Resident(s)/Tenant(s)]
3. _____

Children: _____

Management leases to Resident(s) for use as private dwelling, apartment _____
_____ street address _____ city _____ state _____ zip _____

Premises also known as _____ of _____
building apartment group

This Rental Agreement may not be assigned or the apartment sublet to others by Tenant(s). Any future co-tenant(s) must first be approved by Management, and sign an amended Rental Agreement.

Only the above named Resident(s) may occupy premises. Resident(s) are jointly and individually responsible for terms of the Lease, including prompt payment of rent.

Resident(s) continue as month-to-month tenant(s) after end of the Lease, subject to rent amount then set by Management. All terms of the Lease and the then-current edition of the House Rules remain in force.

If you do not wish to continue your tenancy beyond the term of this Lease, **you must give written notice of move-out at least one calendar month prior to Lease expiration.** In addition, see House Rules.

MONTHLY RENT: \$ _____ : Resident(s) shall pay rent by the first of each month including the last month of occupancy. Rent amount is firm for _____ months.

Rent Includes:

heat? *water? hot water? *gas? *electricity? carport?

* Resident(s) must maintain operating utility account(s) for above utility(ies) for which resident(s) is/are responsible (and be current on their payments for same), as well as maintain active mail delivery to the U.S. Postal Service mailbox assigned to your apartment or townhouse.

HOUSE RULES: (See separate sheet.) Resident(s) shall comply with all of the rules and regulations governing the premises including amendments as permitted by law[#]. House Rules include, but are not limited to, references to alterations, dog, cat, waterbeds, parking, motorcycles, boats, noise, guests, refunds, move-out notice, etc.

ACCESS TO PREMISES:

Management may show apartment to prospective tenants upon receiving move-out notice. In addition, see House Rules. Locks may not be changed by Resident(s) under any circumstances.

THIS RENTAL AGREEMENT INCLUDES:

- House Rules, edition _____
- Inventory Checklist Form (blank)
- Apartment Rental Application
- Rental Agreement Lease Paragraph Addenda

SPECIAL CONDITIONS:

- (1) WE URGE YOU TO OBTAIN RENTERS INSURANCE TO PROTECT AGAINST FIRE, WATER, THEFT, OR OTHER CASUALTIES. MANAGEMENT IS NOT RESPONSIBLE FOR LOSSES AND SHALL BE HELD HARMLESS DUE TO TENANT(S) FAILURE TO OBTAIN SAME. SEE AN INSURANCE AGENT FOR FURTHER ADVICE.
- (2) 75% of traffic areas of upper floor apartments MUST be covered with area rugs to control sound transmission to apartments below.
- (3) A dog or cat is NOT permitted, whether your dog or cat, or a visiting one, unless you have been issued and signed a valid Permit.
- (4) Your own washers and dryers are allowed by Permit only, only in those units with available washer/dryer hook-ups.
- (5) See House Rules regarding motorcycles and boats.
- (6) Please treat window blinds with care. You WILL be charged for damages.

SECURITY DEPOSIT* -Refundable. See HOUSE RULES, "Move-Out" \$ _____

RECLEAN FEE* -Not refundable. Covers Tenant(s) move-out cleaning obligation.....\$ _____

RENT PAYMENT** -First full month: _____, _____\$ _____
-Partial month: _____: _____ days at \$ _____ /day.....\$ _____

Payable prior to move-in** \$ _____
**Bank check or money order is required if move-in is within 15 days of lease date. All funds due prior to obtaining keys.

RECEIVED This _____, _____-\$ _____
() visa () mastercard () discover () debit card () money order/bank check () check () other

Rental Agent, Amber Properties Company
(Acknowledging Receipt of Payment)

INTERMEDIATE PAYMENT,** if so-agreed, payable on _____, _____\$ _____
**Bank check or money order is required if move-in is within 15 days of lease date.

BALANCE DUE,** payable on _____, _____\$ _____
**Bank check or money order is required if move-in is within 15 days of lease date. All funds due prior to obtaining keys.

Broken Lease: See HOUSE RULES, "Move-Out".

CANCELLATION: (Prior to move-in)

If Tenant(s) cancel(s) this Rental Agreement, the following cancellation charges apply and will be withheld from the security deposit. If cancellation is made:

- (a) Fewer than 16 days prior to move-in, the equivalent of a full month's rent will be charged as liquidated damages.
- (b) At least 16 days prior to move-in, the equivalent of one-half month's rent will be charged as liquidated damages.

Excess funds, if any, will be returned.

RESIDENT(S) / TENANT(S)

_____ for Amber Properties Company

_____ Date of agreement

Security Deposit Law, Michigan Act 348 of Public Acts of 1972

1. Section 3 of the Act states:
"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 INHERENT TO THAT FAILURE."
2. The refundable *security deposit* does not exceed 1 1/2 times the monthly rent, as allowed by law.#
3. A Surety Bond by Fidelity and Deposit Company, Schaumburg, IL 60196, is on file with the Michigan Department of Attorney General to protect your security deposit.

RENT PAYMENTS: Rent is due by the first day of every month. Make sure your check is payable to (and mail to):

amber properties company
380 N. Crooks Rd.
Clawson, MI 48017-3005

Beginning with the second month's rent, pay by check by mail or electronically by automatic debit; **not with cash for any payment.**

Be sure to either affix your payment label to the *back* of your rent check or write your address on the check.

A 4% processing fee will be charged for credit card or debit card payments, with the exception of move-in costs.

Late rents are subject to a \$30 late charge.

NSF checks and uncollected automatic debit payments are subject to a \$40 NSF charge in addition to the late charge, if late. An NSF check or uncollected automatic debit payment must be replaced at once with a bank check or money order.

A pattern of late payments or NSF checks will result in termination of tenancy.

Acceptance by Management of a payment or a partial payment does not waive balance due, late charges, or legal action.

#Michigan Compiled Laws (MCL) 554.631 to 554.641. Also, Act 454 P.A. 1978: The Truth in Renting Act.

*Checks are accepted 16 or more days before move-in.

**Bank check or money order required if move-in within 15 days of Lease date. *All funds due prior to obtaining keys.*