

**RESIDENTIAL LEASE AGREEMENT (TEMPLATE)**  
(INSERT PROPERTY ADDRESS HERE, Mt. Pleasant, Michigan 48858)

**THIS RESIDENTIAL LEASE AGREEMENT** (the “Lease”) is entered into as of the Effective Date (as hereinafter defined), by and between, **L THOMAS PROPERTIES, LLC.**, a Michigan limited liability company (the “Landlord”) and **INSERT INDIVIDUAL NAMES OF TENANTS HERE** (each individually a “Tenant” and collectively the “Tenants”), subject to, and on the following, terms and conditions:

1. **PREMISES:** The Tenants lease from the Landlord certain real property located in the City of Mt. Pleasant, County of Isabella, State of Michigan, commonly known as INSERT PROPERTY ADDRESS HERE, Mt. Pleasant, Michigan 48858, together with any fixtures and appurtenances furnished by the Landlord for the Tenants’ use (the “Premises”).
2. **TERM:** The term of this Lease shall commence on START DATE (the “Commencement Date”) and end at midnight E.S.T. on END DATE. (the “Term”).
3. **EARNEST MONEY DEPOSIT:** Simultaneously with Tenants’ execution of this Lease, Tenants shall deposit with Landlord as earnest money (“Earnest Money Deposit”) the total sum of \$X,XXX, which upon Landlord’s acceptance of this Lease, Tenants acknowledge and agree shall become non-refundable and shall be applied to Tenants’ first (1<sup>st</sup>) month’s Rent (as hereinafter defined). Landlord and Tenants agree that Landlord’s acceptance of this Lease shall be deemed to have occurred at the time the Landlord signs this Lease and delivers a copy of the Lease to any Tenant. In the event that this Lease is not accepted by the Landlord within five (5) business days of the date Tenants’ Earnest Money Deposit clears Landlord’s bank, the total Earnest Money Deposit received by Landlord shall be promptly refunded to Tenants.
4. **RENT:** Tenants shall pay rent (“Rent”) to the Landlord as follows:

\_\_\_\_\_ \$X,XXX per month, in advance, in one payment or separate payments on the first (1<sup>st</sup>) day of each calendar month during the Term (\$XX,XXX Total).

Rent payments may be made by personal, certified, or cashier’s check or money order; provided however, that in the event any check given to Landlord is returned by the bank unpaid, Tenants shall pay a returned check fee of Twenty Five (\$25.00) for each check returned unpaid in addition to an Administration Fee (as hereinafter defined), with all subsequent monies due and payable in certified funds. Tenants may pay the Rent by separate check from each Tenant, but all Tenants shall remain jointly and severally liable for all Rent. **Landlord reserves the right, upon notice to Tenants, to refuse to accept personal checks from Tenants after one or more of Tenants’ personal checks have been returned by the bank unpaid.** Tenants shall send all rent payments to the address set forth below or such other address as Landlord may from time to time designate in writing to Tenants. All checks or money orders shall be made payable to Landlord and mailed to the following address:

**L THOMAS PROPERTIES, LLC**  
**3720 LAPEER ROAD**  
**AUBURN HILLS, MICHIGAN 48326**

or at such other address as Landlord may designate from time to time in writing to Tenants.

If the Tenants fail to pay rent on or before the due date, Tenants agree to pay an administration fee of \$25.00 for each monthly installment of rent not received by Landlord on or before its due date (“Administration Fee”). The Administration Fee and any and all returned check fees shall be considered additional rent and shall partially compensate Landlord for costs incurred related to a late payment. The Landlord’s right to collect this Administration Fee shall be in addition to the Landlord’s right to take action under any applicable law and other provision of this Lease.

If the Tenants fail to pay rent on or before the due date, and the Landlord serves a seven (7) day or thirty (30) day notice to quit, demand possession, terminate the tenancy, or any other notice required by statute to Tenants, Tenants agree to pay a \$10.00 processing fee to Landlord for each notice (“Processing Fee”). The Processing Fee shall be considered additional rent and shall partially compensate Landlord for costs incurred related to issuance of a notice. The Landlord’s right to collect this Processing Fee shall be in addition to the Landlord’s right to take action under any applicable law and other provision of this Lease.

Unless otherwise set forth in this Lease, the Tenants shall pay all additional rent to the Landlord promptly and in no event later than the next scheduled rent payment. All rent and additional rent paid after the due date must be paid at the place designated for payment, by certified or cashier check or money order. All payments received shall be applied first to Processing Fees, then to Administration Fees, then to Service Fees (as defined below), then to other amounts, excluding rent, due under to Landlord under this Lease, and then to rent due under this Lease.

If the Tenants fail to pay rent or any other sums when due to the Landlord, the Landlord serves notice of default of the Tenants as required by law, and the Tenants fail to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord's remedies and allowed by statute shall be added to the amount of the arrearage and shall be considered additional rent. The Landlord's right to collect these costs and expenses shall be in addition to the Landlord's right to take action under any applicable law and other provision of this Lease.

5. **KEYS:** Tenants will receive \_\_\_\_ set(s) of keys to the Premises on the Commencement Date, provided Tenants have delivered the Earnest Money Deposit, Security Deposit (as hereinafter defined), and Cleaning Fee (as hereinafter defined) to Landlord all checks for such amounts have cleared Landlord's bank.
6. **UTILITIES:** The Tenants shall be responsible and pay for all utilities delivered to the Premises including, but not limited to, gas, electric, water and sewer, and telephone. Tenants shall have all utilities metered and all utility accounts in a Tenant's name except water and sewer. In the event the Tenants do not pay the bill for water and sewer by its due date, Tenants agree to pay to Landlord a service fee of \$50.00 ("Service Fee"), plus the exact cost of the water and sewer bill, plus any late charges imposed by the water and sewer authority, immediately upon demand by Landlord. The Service Fee shall be considered additional rent and shall partially compensate Landlord for costs incurred related to payment of the late bill. Landlord shall use the remaining funds to pay the water and sewer bill and any late charges imposed by the water and sewer authority. The Landlord's right to collect this Service Fee shall be in addition to the Landlord's right to take action under any applicable law and other provision of this Lease.
7. **SECURITY DEPOSIT AND NOTICE:** Prior to the Commencement Date, Tenants shall pay to Landlord the sum of \$X,XXX (not to exceed one and one-half month's rent) as a security deposit ("Security Deposit") for the performance by the Tenants of the terms of this Agreement. Landlord may use the Security Deposit for the following purposes:
  - a.. Reimburse the Landlord for actual damages to the Premises or an ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling; and/or
  - b. Pay the Landlord for all rent (including additional rent) in arrearage under the Lease, rent due for premature termination of the Lease, and for utility bills unpaid by the Tenants.

In the event Landlord lawfully appropriates a portion or all of the Security Deposit during the Term of the Lease, Tenants agree to restore the Security Deposit to the Security Deposit's original amount immediately upon demand by Landlord. The appropriation of all or part of this Security Deposit shall not be exclusive remedy for the Landlord, but shall be cumulative, and, in addition to any other remedy to which Landlord is entitled thereunder. In the event that the Tenants shall comply with all terms of this Lease, and surrender the Premises promptly, in the condition required by this Lease, at the expiration of the Term, the Security Deposit shall be returned to the Tenants within thirty (30) days after the Premises have been vacated and inspected by the Landlord. No interest shall accrue to Tenants on the Security Deposit, and the Landlord may co-mingle the Security Deposit with the security deposits of the Landlord's other Tenants.

Tenants' Security Deposit is held by:

**COMERICA BANK  
CLARKSTON, MICHIGAN**

The Security Deposit shall not, under any circumstances, be considered prepaid rent or applied by Tenants for payment of the final month's rent. In the event of sale or lease of the Premises, the Landlord shall have the right to transfer the Security Deposit to a new landlord or tenant requiring such party to assume the responsibility of the return of the Security Deposit, and the Landlord shall thereupon be released from any liability for the return of the Security Deposit. Tenants shall look solely to the new landlord for the return of Tenants' security deposit. Tenants shall not assign or encumber the Tenants' Security Deposit as security for any reason.

**NOTICE: "YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (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."**

8. **USE AND OCCUPANCY:** The Tenants shall use the Premises solely as a private dwelling. Only the Tenants may reside on the Premises. Tenants acknowledge that the Premises is licensed for a maximum of X unrelated parties as licensed by the

City of Mt. Pleasant.. No person other than Tenants shall occupy the Premises without the prior express written consent of Landlord. Tenants shall comply with all public health and safety and police regulations including, but not limited to, all applicable city ordinances of the city in which the Premises is located, in connection with Tenants' use and occupancy of the Premises.

9. **PROHIBITIONS – IN GENERAL:** The Tenants and the Tenants' family members, invitees, and guests, shall not:
- a. install any equipment or appliances that, in the Landlord's sole discretion and opinion, cause an unsafe condition on the Premises;
  - b. accumulate refuse on or around the Premises that might pose a health hazard to the Tenants or to the Tenants' neighbors;
  - c. allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
  - d. permit any flammable liquids or explosives to be kept on or around the Premises;
  - e. permit on the Premises any act that would injure the Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
  - f. change or install any locks on the Premises, or in the building where the Premises are located, without the prior express written consent from the Landlord;
  - g. bring any waterbeds, floor safes, or other heavy objects on the Premises; or
  - h. permit any laws to be violated on the Premises.
10. **AUTOMOBILES:** Automobiles may be parked on the driveway and/or in the garage, if any, on the Premises and not on any lawn area. No abandoned, non-working, or unregistered automobiles are allowed on the Premises or the street in front of, or contiguous to, the Premises. Tenants shall not block any sidewalk.
11. **PETS:** No pets shall be brought on the Premises, either inside or outside, without prior express written consent of the Landlord.
12. **RULES, REGULATIONS, AND ORDINANCES:** The Tenants and Tenants' family members, guests, and invitees, agree to strictly comply with all house rules and regulations concerning the Premises, whether promulgated before or after the execution of this Lease, all of which are incorporated herein by reference. By way of example, but not limitation, house rules and regulations may be passed relating to noise, odors, disposal of refuse, parking, and use of common areas. All house rules and regulations made during the Term of this Lease shall be conveyed to Tenants by Landlord in writing thirty (30) days in advance and shall be effective when made by personal delivery or regular first class mail to Tenants. Tenants shall also adhere to any and all state and local regulations and/or ordinances applicable to the Premises, including all noise, trash, parking, zoning, and other regulations and/or ordinances. Tenants shall be responsible for, and shall indemnify Landlord against any costs, expenses, or losses arising out of any failure by Tenants to comply with this Paragraph 12. Tenants further acknowledge and agree that they shall keep the Premise at a temperature of at least 50 degrees Fahrenheit at all times during the Term.
13. **POSSESSION:** Tenants shall have possession of the Premises on the date of the commencement of the Term; provided, however, that if Landlord is unable to deliver possession of the Premises on that date, Landlord shall not be liable for any damages caused thereby, nor shall this Lease be void or voidable, but rent shall abate until possession is delivered. If possession is not delivered within ten (10) days of the commencement of the Term of this Lease, either Landlord or Tenants may, by written notice, terminate this Lease.
14. **CONDITION OF PREMISES:** Tenants have inspected the Premises and acknowledge and agree that the Premises is in a reasonable and acceptable condition of habitability, are fit for Tenants' intended use, and are in good order and repair, except as Tenants may indicate on the Inventory Checklist given to Tenants as Exhibit A hereto. Tenants accept the Premises as they are. Tenants acknowledge receipt of two (2) blank copies of the Inventory Checklist at the time of the execution of this Lease. In addition, Tenants acknowledge and agree that the rent payments are fair and reasonable. If conditions change so that, in Tenants' opinion, the habitability and rental value of the Premises are adversely affected, the Tenants shall promptly provide written notice to Landlord. To the extent permitted by law, Tenants' failure to notify Landlord in writing shall constitute a waiver regarding the alleged condition.

15. **MAINTENANCE:** In general, Tenants shall take good care of the Premises, the fixtures therein, and any personal property, if any, provided by Landlord for Tenants' use, and shall maintain all of them in good order and condition. Tenants agree to keep the inside of the Premises clean including, but not limited to, floors, windows frames, windowsills, and base boards. Tenants agree to keep the outside of the Premises clean and neat and in compliance with all applicable city ordinances then in effect. Tenants agree to maintain and keep any porch, steps, stairs, sidewalk, and driveway on the Premises, and the public sidewalk adjacent to the Premises, cleared of snow and ice in a timely fashion. Tenants shall commit no waste on or to the Premises. Landlord shall be responsible for cutting the lawn.
16. **ALTERATIONS:** Tenants shall make no alterations, decorations, additions, or improvements in or to the Premises without the Landlord's prior express written consent and then only by contractors or mechanics approved by Landlord. All such work shall be completed by such contractors or mechanics at such times and in such manner as Landlord reasonably designates. All alterations, decorations, additions, or improvements shall become the property of the Landlord. Tenants agree to pay for the cost of removing any work done in violation of this provision and/or restoring the Premises to its original condition prior to such work. Tenants acknowledge and agree that all work done in violation of this provision constitutes damage to the Premises that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling and caused solely by Tenants and as such Landlord may appropriate and apply Tenants' Security Deposit to the cost associated with such damage restoring the Premises to its original condition prior to such work.
17. **REPAIR:** Tenants shall maintain the Premises in reasonable repair during the term of the Lease and comply with applicable health and safety laws of the state and of local unit of government where the Premises are located in doing so. The Tenants shall further maintain all common areas, if any, in a condition fit for use by the parties. Tenants shall be responsible for any damage caused to the Premises by Tenants or by Tenants' family members, guests or invitees. Tenants agree to report promptly to Landlord any damage caused to, or discovered in, the Premises. Landlord may repair, at the sole cost of the Tenants, all damage to the Premises for which Tenants are responsible. Tenants acknowledge and agree that all damage to the Premises caused by Tenants' family members, guests or invitees, is the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling and shall be deemed to be caused solely by Tenants and as such Landlord may appropriate and apply Tenants' Security Deposit to the cost associated of making the repairs. To the extent permitted by law, Landlord's reasonable delay in providing services Landlord is required to provide shall be excused when caused by events beyond Landlord's reasonable control.
18. **LEAD-BASED PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and to pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Tenants acknowledge that Landlord has made the requisite disclosures in a Lead-Based Paint Disclosure form and that Tenants were given a copy of a federally approved pamphlet on lead poisoning prevention by Landlord, both of which are attached hereto as Exhibit B.
19. **TENANTS TO GIVE NOTICE REGARDING CHIPPING, PEELING, FLAKING, AND/OR SCALING PAINT:** Tenants shall be responsible for providing the Landlord with written notice of any and all chipping, peeling, flaking, and/or scaling paint on or about the Premises. The notice under this provision must be provided as set forth in Paragraph 40 below.
20. **NON-REFUNDABLE CLEANING FEE:** Tenants shall, prior to the Commencement Date, pay Landlord a cleaning fee in the total amount of \$350.00 ("Cleaning Fee") to be used to clean the Premises following the termination of Tenants' occupancy. Tenants acknowledge the Cleaning Fee belongs to Landlord unconditionally and is not refundable under any circumstances; nor shall it apply to or be a credit against rent or additional rent, Tenants' security deposit, or payment for any damages caused by Tenants. Payment of the Cleaning Fee shall not relieve Tenants of the obligation to keep the Premises maintained and in good repair, all as more fully provided in Paragraphs 15 and 17 above.
21. **ACCESS TO THE PREMISES:** The Tenants shall allow the Landlord and the Landlord's agent's reasonable access to the Premises to inspect, repair, alter, or improve the Premises. The Tenants shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law. The Tenants shall allow the Landlord or the Landlord's agents to show the Premises to prospective tenants, and to allow such prospective tenants to tour the Premises with or without Landlord at landlord's discretion, at reasonable times to prospective purchasers on reasonable notice to the Tenants. Furthermore, Tenants agree to permit Landlord to inspect the Premises at least thirty (30) days prior to the expiration of this Lease, disregarding any options for renewal, at a mutually agreeable time between Landlord and Tenants. Landlord hereby reserves the right to affix "For Rent" or similar signs on the Premises at any time.
22. **PERSONAL PROPERTY LOSS OR DAMAGE AND INSURANCE:** To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damage to Tenants' personal property or loss of Tenant's personal

property that is caused by theft or casualty on the Premises. The Landlord recommends that Tenants obtain insurance to protect the Tenants' personal property against such loss or damage. Tenants release Landlord from any and all liability for any loss of or damage to Tenants' personal property left by Tenants after Tenants vacate the Premises.

23. **DAMAGE OR DESTRUCTION OF PREMISES:** If a casualty partially destroys the Premises but the Premises can be restored to a tenantable condition, the Landlord shall repair the Premises with reasonable dispatch; however, the Landlord's obligation to repair the Premises shall be limited to the amount of insurance proceeds actually received by the Landlord. The Tenants' obligation to pay rent shall be suspended while the Premises are untenable. If a casualty damages the Premises to the extent that the Premises cannot be restored to a habitable condition within a reasonable period of time, either the Landlord or the Tenants may terminate this Lease by giving the other party written notice within fifteen (15) days after the casualty. The Landlord shall not be liable for any reasonable delay or for providing housing for the Tenants during repairs.
24. **EMINENT DOMAIN:** If the whole or any part of the Premises shall be condemned or taken by any governmental entity for any purpose which shall cause the useable space within the Premises to be materially impacted, then either party shall have the right to terminate this Lease, or continue under this Lease provided that Rent is proportionally reduced by the area so condemned or taken, all other terms of the Lease remaining unchanged. Any award as compensation for the diminution in value to the leasehold or fee of the Premises or Landlord's other property shall belong solely to Landlord.
25. **WAIVER OF SUBROGRATION:** Landlord and Tenants each release the other, 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 rights of subrogation.
26. **INDEMNITY REGARDING USE OF PREMISES:** To the extent permitted by law, Tenants agree to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenants and Tenants' family members, guests, and invitees, and the Tenants' possession, use, or misuse of the Premises. The rights of Landlord under this provision include, but are not limited to, claims that arise out of Tenants' failure to comply with any terms of this Lease such as Tenants' failure to give written notice to Landlord of any defects in the condition of the Premises or Tenants' failure to maintain the Premises according to the terms of this Lease.
27. **TERMINATION – IN GENERAL:** At the expiration or earlier termination of the Lease Term, Tenants shall remove all of Tenants' personal property and surrender possession of the Premises to Landlord in the same or better condition than that which existed at the time the Premises were delivered to Tenants, except for normal wear and tear. The Tenants shall return all keys to the Premises to the Landlord within three (3) days of termination of the Lease. Tenants agree to pay \$50.00 per set of keys not returned to Landlord within three (3) days of termination of the Lease ("Lock Fee"). The Lock Fee shall be considered additional rent and shall partially compensate Landlord for costs incurred related to replacement of the keys and repair or replacement of the lock. The Landlord's right to collect this Lock Fee shall be in addition to the Landlord's right to take action under any applicable law and other provision of this Lease.
28. **TERMINATION DUE TO ELIGIBILITY FOR SUBSIDIZED SENIOR CITIZEN HOUSING OR INCAPACITY:** A Tenant who has occupied a rental unit for more than thirteen (13) months may terminate the Lease by a sixty (60) day written notice to the Landlord if either 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 notarized statement.
29. **VACATION OR ABANDONMENT OF THE PREMISES:** If the Tenants vacate, abandon, and/or remove substantially all the Tenants' property from the Premises, the Landlord may immediately enter and inspect, repair, alter, or improve the Premises without abatement of rent, and these acts shall not affect the Tenants' obligations under this Lease. If the Tenants vacate, abandon, and/or remove substantially all of the Tenants' property from the Premises before the Lease expires, the Landlord may recover the Landlord's expenses for enforcing the Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from the Tenants, as permitted by statute, and all rent for the remainder of the Term of the Lease shall immediately become due ("Accelerated Rent"). However, the Tenants may not be liable for the total Accelerated Amount because of the Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. However, Tenants agree to reimburse Landlord for costs, including reasonable attorney fees, in the event Tenants do not pay the total Accelerated Amount and it becomes necessary for a court to determine the actual amount owed.
30. **HOLDING OVER:** The Tenants may, with the Landlord's permission, continue to occupy the Premises after the Term of this Lease expires without renewing this Lease or signing another lease for the Premises. Such tenancy shall be on a month-

to-month basis and subject to the provisions of this Lease except that the first month's rent shall increase one hundred percent (100%) from the rent for the last month of the Term of the Lease and Landlord may thereafter increase rent on thirty (30) days notice to Tenants.

31. **DEFAULT AND LANDLORD'S REMEDIES:** If the Tenants, individually or as a group, default on any obligations under this Lease, or misrepresents any information in an application for this Lease, the Landlord may, on written notice to the Tenants, terminate the Lease and enter the Premises as permitted by law without abatement of rent, and the Tenants shall surrender the Premises to the Landlord by the date stated in the notice. If the Landlord terminates the Lease, the Landlord may recover the Landlord's expenses for enforcing the Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from the Tenants, as permitted by statute, and rent for the remainder of the Term of the Lease shall immediately become due ("Remaining Rent"). However, the Tenants may not be liable for the total Remaining Rent because of the Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. However, Tenants agree to reimburse Landlord for costs, including reasonable attorney fees, in the event Tenants do not pay the total Remaining Amount and it becomes necessary for a court to determine the actual amount owed.
32. **ADDITIONAL REMEDIES:** If the Tenants shall, at any time, be in default hereunder, and if the Landlord shall institute an action or summary proceedings against the Tenants based upon such default, and if the Tenants remain a tenant under this Lease, then Landlord may recover the Landlord's expenses for enforcing the Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from the Tenants, as permitted by statute. So long as the Tenants shall be Tenants subject to this Lease, the amount of such court costs and attorney fees shall be deemed to be additional rent, and shall be due to Landlord from Tenants on the first day of the month following the incurrence by Landlord of such expenses.
33. **ASSIGNMENT AND SUBLETTING:** Tenants shall not assign this Lease or sublet any portion of the Premises without the prior express written consent of the Landlord.
34. **LEASE SUBORDINATE:** The Lease is and shall be subject and subordinate to any ground or underlying leases and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements, and extensions thereof.
35. **RELEASE OF LANDLORD:** To the extent permitted by law, upon transferring all of Landlord's interest in the Premises, Landlord and Landlord's agents shall be released from all liability under this Lease.
36. **COVENANTS AND CONDITIONS:** Each provision of this Lease performable by Tenants shall be deemed both a covenant and a condition.
37. **BINDING EFFECT:** The covenants, conditions, and agreements set forth in this Lease shall bind and inure to the benefit of Landlord and Tenants and their respective heirs, distributes, executors, administrators, successors, and assigns.
38. **INTEGRATION:** This Lease contains the entire agreement between the parties pertaining to the Premises. No agreements, representations, or understandings not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby.
39. **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 of this Lease, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent.
40. **SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
41. **TIME:** Time is the essence in the performance and payment terms of this Lease.
42. **NOTICES:** Unless otherwise set forth in this Lease, notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by registered mail, postage prepaid, addressed to the party at the following address:
  - a. If to Tenants: At the Premises; and
  - b. If to Landlord: **L THOMAS PROPERTIES, LLC  
3720 LAPEER ROAD  
AUBURN HILLS, MICHIGAN 48326**

Telephone Number: (248) 572-6101

or at such other address as may be designated in writing from time to time by the parties. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

43. **JOINT AND SEVERAL AGREEMENTS:** If the Premises are leased to more than one Tenant, each Tenant acknowledges and agrees that the Tenants are jointly and severally responsible for the performance of the Tenants' obligations under this Lease including the payment of rent and all other covenants, terms, and conditions of this Lease.

44. **GOVERNING LAW AND NOTICE:** This Lease shall be construed in accordance with the laws of the State of Michigan.

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE 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 A LAWYER OR OTHER QUALIFIED PERSON**

45. **COPY OF LEASE:** Tenants acknowledge, by Tenants' signature below, that Tenants have received a copy of this Lease at the time of execution by Tenants.

46. **RENTER'S INSURANCE:** Tenants acknowledge and agree that Landlord is not responsible for, and shall not have any liability whatsoever with respect to, any loss or damage to any personal property of any Tenant located in or on the Premises, whether by reason of theft, fire, water damage or otherwise, and each Tenant is hereby advised to obtain renter's insurance to protect any and all personal property of such Tenant located in or on the Premises.

47. **EFFECTIVE DATE:** The effective date of this Lease shall be the date the last of the parties to this Lease sign below.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties have executed this Residential Lease Agreement as of the date next to each of their respective signatures.

**LANDLORD:**

L THOMAS PROPERTIES, LLC.,  
a Michigan limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Les Thomas

Its: Manager

**TENANT(S):**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Permanent Address:

SSN:

Email Address:

Cell Phone Number:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Permanent Address:

SSN:

Email Address:

Cell Phone Number:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Permanent Address:

SSN:

Email Address:

Cell Phone Number:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Permanent Address:

SSN:

Email Address:

Cell Phone Number:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Permanent Address:

SSN:

Email Address:

Cell Phone Number:



**EXHIBIT A**  
**INVENTORY CHECKLIST**

You should complete this checklist, noting the condition of the rental property, and return it to the landlord within seven (7) days after obtaining possession of the rental unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior tenants. You must notify your landlord in writing within four (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.

**Landlord:**

L THOMAS PROPERTIES, LLC  
3720 LAPEER ROAD  
AUBURN HILLS, MICHIGAN 48326

**Tenant(s):**

	MOVE-IN CHECKLIST	MOVE-OUT CHECKLIST
	Move-In Date: _____	Move-Out Date: _____
Kitchen		
Refrigerator	_____	_____
Range & oven	_____	_____
Broiler	_____	_____
Range hood & fan	_____	_____
Sink & counter	_____	_____
Garbage disposal	_____	_____
Cabinets	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Curtains or draperies	_____	_____
Windows & screens	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Doors	_____	_____
Plumbing fixtures	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
Dining room		
Thermostat	_____	_____
Air conditioner	_____	_____
Door	_____	_____
Windows & screens	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Curtains or draperies	_____	_____
Light fixture	_____	_____
Furniture	_____	_____
Closets	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____

Living room

- Thermostat
- Air conditioner
- Door
- Windows & screens
- Walls/ceiling & paint
- Carpet/floor
- TV cord & adaptor
- Curtains or draperies
- Light fixture
- Furniture
- Closets
- Shelves
- Other

Bathroom

- Bathtub/shower
- Sink & counter
- Medicine cabinet
- Vent fan
- Ceramic tile
- Light fixture
- Walls/ceiling & paint
- Carpet/floor
- Curtains or draperies
- Windows
- Closets
- Shelves
- Doors
- Toilet
- Other

Bedroom No. 1

- Doors
- Windows & screens
- Light fixture
- Walls/ceiling & paint
- Carpet/floor
- Closets
- Curtains or draperies
- Furniture
- Shelves
- Other

Bedroom No. 2

- Doors
- Windows & screens
- Light fixture
- Walls/ceiling & paint

Carpet/floor	_____	_____
Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____

Bedroom No. 3

Doors	_____	_____
Windows & screens	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____
Closets	_____	_____
Curtains or draperies	_____	_____
Furniture	_____	_____
Shelves	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____

Basement/storage

Windows	_____	_____
Walls/ceiling & paint	_____	_____
Closets	_____	_____
Floors	_____	_____
Doors	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____

Hallway(s)

Doors	_____	_____
Walls/ceiling & paint	_____	_____
Floors	_____	_____
Windows	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____

Stairwell

Doors	_____	_____
Walls/ceiling & paint	_____	_____
Floors	_____	_____
Windows	_____	_____
Railings	_____	_____
Other	_____	_____
	_____	_____
	_____	_____
	_____	_____

Garage or parking area

Windows	_____	_____
Walls/ceiling	_____	_____

Shelves \_\_\_\_\_  
Paint \_\_\_\_\_  
Doors \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date utilities notified  
Gas company \_\_\_\_\_  
Electric company \_\_\_\_\_  
Water & sewer \_\_\_\_\_

**LANDLORD:**

L THOMAS PROPERTIES, LLC.,  
a Michigan limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Les Thomas  
Its: Manager

**TENANT(S):**

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT B**  
**LEAD PAINT DISCLOSURE**

See Attached.