

# MICHIGAN LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**LANDLORD:**

\_\_\_\_\_ ("Landlord"), with a mailing address of:  
\_\_\_\_\_  
\_\_\_\_\_

AND

**TENANT(S):**

\_\_\_\_\_ ("Tenant").

**I. PROPERTY**

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_, State: Michigan, Zip Code:

\_\_\_\_\_

The Premises includes the following furniture/appliances (if any):

---

---

---

## II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

☐ **Month-to-Month.** Commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continuing on a month-to-month basis until terminated by either party with proper notice.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

Rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

---

---

**Late Fee:** If rent is not paid by the \_\_\_\_\_ day of the month, a late fee of \$ \_\_\_\_\_ shall be applied.

#### **IV. SECURITY DEPOSIT**

**A. Amount.** Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ (Note: Under Michigan Law MCL 554.602, this amount shall not exceed 1.5 months' rent) as security for the faithful performance by the Tenant of the terms of this Agreement.

**B. Depository.** In accordance with the Michigan Landlord-Tenant Relationship Act, the Security Deposit will be held at the following financial institution:

Name of Bank/Surety: \_\_\_\_\_

Address: \_\_\_\_\_

**C. Statutory Notice (MCL 554.603).**

**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.**

#### **V. INVENTORY CHECKLIST**

In accordance with MCL 554.608, the Landlord shall make use of inventory checklists at the commencement and termination of occupancy for each rental unit which detail the condition of the rental unit for which a security deposit is required.

The Tenant acknowledges receipt of two (2) blank copies of an inventory checklist. The Tenant must complete the checklist and return one copy to the Landlord within seven (7) days after receiving possession of the Premises.

## **VI. UTILITIES AND SERVICES**

The parties agree that utilities and services shall be the responsibility of the following parties:

Electricity:   ☐ Landlord   ☐ Tenant

Gas/Heat:     ☐ Landlord   ☐ Tenant

Water/Sewer:   ☐ Landlord   ☐ Tenant

Trash Removal: ☐ Landlord   ☐ Tenant

Cable/Internet: ☐ Landlord   ☐ Tenant

Snow Removal:   ☐ Landlord   ☐ Tenant

Lawn Care:     ☐ Landlord   ☐ Tenant

## **VII. USE OF PREMISES**

The Premises shall be used and occupied by the Tenant and the following immediate family members/occupants only:

---

---

The Premises shall be used for residential purposes only and shall not be used for any commercial or business purpose without the Landlord's written consent.

## **VIII. PETS**

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

---

If pets are allowed, a non-refundable pet fee of \$ \_\_\_\_\_ is required.

## **IX. MICHIGAN TRUTH IN RENTING ACT NOTICE**

**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 a lawyer or other qualified person.**

## **X. DOMESTIC VIOLENCE PROTECTION NOTICE**

Pursuant to MCL 554.601b, a tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under 1972 PA 348, MCL 554.601 to 554.616.

## **XI. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust

can pose health hazards if not managed properly.

Check one:

- ☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family From Lead in Your Home."
- ☐ The Premises was built in 1978 or later.

## **XII. MAINTENANCE AND REPAIRS**

The Tenant shall keep the Premises in a clean and sanitary condition. The Tenant shall promptly notify the Landlord of any necessary repairs. The Landlord shall be responsible for maintaining the Premises in a habitable condition and complying with all state and local housing codes.

The Tenant shall be responsible for damages caused by the Tenant's negligence or misuse, or that of the Tenant's guests.

## **XIII. RIGHT OF ENTRY**

The Landlord shall have the right to enter the Premises at reasonable times for the purpose of inspection, maintenance, repairs, or to show the Premises to prospective tenants or buyers. Except in cases of emergency, the Landlord shall provide the Tenant with reasonable notice (typically 24 hours) prior to entry.

## **XIV. DEFAULT AND TERMINATION**

If the Tenant fails to pay rent when due or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with Michigan law. The Landlord must provide the Tenant with a Demand for Possession or Notice to Quit as required by Michigan Compiled Laws (MCL 600.5714).

## **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

## **XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, written or oral. This Agreement may only be amended in writing signed by both parties.

## **XVII. ADDITIONAL TERMS AND CONDITIONS**

Additional terms are as follows:

---

---

---

## **SIGNATURES**

### **LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**TENANT (Co-Signer if applicable):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\*

**NOTARY ACKNOWLEDGMENT\*\***

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant), to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

Signature of Notary Public: \_\_\_\_\_

Print Name of Notary Public: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_