

Property Address: _____ Street _____ City, Village or Township _____ MICHIGAN

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes no
If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
3. **Roof:** Leaks? yes no
Approximate age, if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? yes no
If yes, date of last report/results: _____

BUYER'S INITIALS	
SELLER'S INITIALS	

Seller's Disclosure Statement

Property Address: _____ Street _____ City, Village or Township _____ **MICHIGAN**

5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper galvanized other
Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
unknown yes no
If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? unknown yes no
12. **Mineral Rights:** Do you own the mineral rights? unknown yes no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown yes no
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no
5. Settling, flooding, drainage, structural or grading problems? unknown yes no
6. Major damage to the property from fire, wind, floods, or landslides? unknown yes no
7. Any underground storage tanks? unknown yes no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
10. Any outstanding municipal assessments or fees? unknown yes no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date).

The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller	
Seller	
Buyer	has read and acknowledges receipt of this statement.
Buyer	
Buyer	

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

Property Address _____
Street

_____ **MICHIGAN** _____

_____ City, Village, Township

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

- | | |
|--|---|
| | (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): |
| | <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): |
| | |
| | <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. |
| | (b) Records and reports available to the seller (check one below): |
| | <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): |
| | |
| | <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. |

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Seller(s)

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Purchaser's Acknowledgment (initial)

- | | | |
|--|--|--|
| | | (a) Purchaser has received copies of all information listed above. |
| | | (b) Purchaser has received the federally approved pamphlet <i>Protect Your Family From Lead In Your Home</i> . |
| | | (c) Purchaser has (check one below): |
| | | <input type="checkbox"/> Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or |
| | | <input type="checkbox"/> Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. |

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: _____

Date: _____



Property Address _____
Street

_____ MICHIGAN _____
City, Village, Township

LANGUAGE FOR SELLER'S ACKNOWLEDGMENT

LEAD-BASED PAINT

Seller represents and warrants that the listed property was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Seller(s)

Date: _____

R E S I D E N T I A L L E A S E

LANDLORD

That ADN Investments LLC DBA Gavgil Group LLC in its capacity as Owner designated as this "LANDLORD" (owner/agent/trustee)

day of 12/18/2018, in consideration of the rents to be paid and promises and agreements to be performed by the TENANT(S), leases to _____, designated as the "TENANT(S)," the following described premises located in the Township _____ of Redford Charter Township, County of Wayne County, State of Michigan, described as:

LEGAL DESCRIPTION

Property ID:79001020077002

ADDRESS

More commonly known as:
20476 Sumner, Redford Charter Township, MI 48240

TENANT(S) AND LANDLORD AGREE TO THE TERM LISTED ABOVE AND AS FOLLOWS:

1. RENT

TENANT(S) to pay LANDLORD the sum of NINE HUNDRED (\$900.00) Dollars, for the term of the lease. Said rent shall be due and payable during the continuance of this lease in equal monthly installments of Nine Hundred (\$900.00) Dollars, in advance on the 1 day of each month, in lawful United States currency, delivered to LANDLORD. LANDLORD may require installments to be paid with certified funds or money orders and in a single payment. Rent is only paid when it is actually received by LANDLORD.

2. TERM

This lease begins on the 1 day of Jan, 2019 and ends on the 1 day of EVERY MONTH, 20 . If none of the TENANT(S) take possession on the day it is to be provided, and if TENANT(S) have not given LANDLORD written notice that they will take possession on a later day, LANDLORD may presume conclusively that TENANT(S) have abandoned the premises and re-rent the premises.

3. WHERE TO SEND RENT

TENANT(S) to submit rental payments at _____ or a place LANDLORD may designate from time to time in writing.

4. NOTICES

Notices required by this lease or by law shall be in writing. Notices to TENANT(S) shall be delivered or sent to the premises. Notices to LANDLORD shall be sent to _____ at _____ or to such other person and or address LANDLORD may from time to time supply to the TENANT(s) in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States Mailbox.

5. APPLICATION OF MONEY FROM TENANT(S)

Money received by LANDLORD from TENANT(S) or in their behalf shall be applied to TENANT(S) account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by TENANT(S); second, to maintenance and repair costs chargeable to TENANT(S); third, to legal fees and court costs legally chargeable to TENANT(S), including costs incurred prior to curing a default; fourth, to outstanding utility bills that are the responsibility of the TENANT(S); fifth, to deposits of portions due from TENANT(S); sixth to rent. Restrictive endorsements on a check or statements in communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision. TENANT(S) agree that any misrepresentation of any facts or information supplied to the LANDLORD or LANDLORD'S agent by TENANT(S) upon entering this lease or during it's duration shall constitute a breach of this lease and shall terminate the lease at the election of the LANDLORD.

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 Landlord Notified Tenant

6. DEFAULT AND REMEDIES

TENANT(S) noncompliance with any covenant of this lease is a default. If TENANT(S) default, LANDLORD may have all remedies legally permitted, including termination of this tenancy. On 7 days written notice, LANDLORD also may terminate this tenancy if TENANT(S), a member of TENANT(S) household, or other person under TENANT(S) control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the leased premises. TENANT(S) shall reimburse LANDLORD for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of re-renting the premises and all rent for the remainder of the term and succeeding terms that LANDLORD does not collect through mitigation. If other premises owned or managed by LANDLORD are available for lease, it shall not be unreasonable for LANDLORD to lease them before TENANT(S) premises. From the date of execution, time is of the essence of this lease. If LANDLORD terminates this tenancy, it may cancel, by written notice, any renewal, lease extension, or lease for a future term that LANDLORD and TENANT(S) have executed.

7. UTILITIES

TENANT(S) shall put utilities for the premises into their names, maintain uninterrupted service throughout the Term, and timely pay all utility bills, including Water, Gas _____ and Electric _____. TENANT(S) shall pay any penalties imposed by utility providers because of late payment of original bills.

8. LATE FEES AND DISHONORED CHECKS

TENANT(S) shall pay a late fee to LANDLORD of \$50 _____ for rent that is 3 _____ days late, and TENANT(S) shall pay an additional late fee of \$50 _____ for rent that is 10 _____ days late or more. Partial payment of a months rent does not abate late fees. In addition to late fees, TENANT(S) shall owe LANDLORD \$50 _____ for any check to LANDLORD that is dishonored.

9. CHRONIC LATE PAYMENT OF RENT

Rent is due on the first of each month, and notwithstanding Paragraph 8, at the LANDLORD'S option, the LANDLORD may either terminate this lease because TENANT(S) are chronically late with rent payments or increase the rent in the amount of \$N/A _____ per month. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease; rent is not considered paid until it is received by the LANDLORD.

10. SECURITY DEPOSIT

TENANT(S) to deposit with the LANDLORD a security deposit in the amount of \$SEE ADDITIONAL _____ before receiving possession. The deposit shall be held and administered by the LANDLORD pursuant to Michigan Public Act 348 of 1972. The deposit, or any portion of it that is returned, shall be returned in a check, payable to all TENANT(S), or may be returned entirely to one TENANT(S) if all other TENANT(S) have so authorized to the LANDLORD in writing. Security Deposit Act communications shall be addressed to LANDLORD at the address in paragraph 4. TENANT(S) may not elect to use the deposit for rent. The name and address of the financial institution where your deposit will be held is:

11. USE

TENANT(S) to use and occupy the premises exclusively for residential purposes and only by the TENANT(S) and occupants of this agreement unless otherwise agreed upon in writing by the LANDLORD. TENANT(S) agrees that drugs or intoxicating liquors will not be sold or manufactured on the premises. The use of illegal drugs is prohibited.

12. GOVERNMENT REGULATION

TENANT(S) to maintain the premises in accordance with all police, sanitary and other regulations and restrictions imposed by any government authority and any homeowners association.

13. NONREFUNDABLE PREPARATION FEE

TENANT(S) shall pay a nonrefundable Preparation Fee of \$0.00 _____ to LANDLORD before receiving possession.

14. PERSONAL PROPERTY

TENANT(S) acknowledges that the personal property listed below is on the premises and agree to leave same upon vacating:

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Landlord	Tenant	Tenant

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15. KEYS

LANDLORD may retain a key to the premises throughout the lease. TENANT(S) shall not change the locks without LANDLORD'S prior written consent, and TENANT(S) shall immediately provide LANDLORD with a key to any new lock if the locks are changed. LANDLORD may charge TENANT(S) \$0.00 for replacing lost keys and for assisting TENANT(S) in gaining entry to the premises.

16. ENTRY BY LANDLORD

LANDLORD or its agents may enter the premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and LANDLORD shall make reasonable efforts to inform TENANT(S) of its intention to enter and shall attempt to establish a mutually acceptable time.

TENANT(S) agree that for a period of thirty (30) days prior to the termination of this lease, the TENANT(S) will permit the LANDLORD to show the premises in an effort to obtain a new lease. TENANT(S) agree to allow the LANDLORD to affix "for rent" or "for sale" signs on the premises.

17. MAINTENANCE

TENANT(S) shall use and maintain the premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. TENANT(S) also shall maintain the premises in a neat and orderly manner. TENANT(S) will keep premises, including the equipment and fixtures of every kind and nature, in good repair during the term of this lease, subject to limitations in paragraph 19.

TENANT(S) will, at its own expense during the continuation of the lease, maintain the landscaping, including but not limited to watering, fertilizing, weeding and trimming the landscaping. TENANT(S) will not remove or rearrange the landscaping without prior written consent of the LANDLORD. TENANT(S) will be responsible for snow removal from walkways and driveways. In the event the TENANT(S) fails to do any of the above responsibilities the LANDLORD shall have the right to have the lawn, landscaping and snow removal maintained, and TENANT(S) shall pay LANDLORD the cost immediately following receipt of an invoice presented to the TENANT(S) by the LANDLORD.

TENANT(S) agree to change the batteries in the smoke detector every six (6) months or sooner if needed. If the smoke detector is not in working order, the TENANT(S) agree to notify the LANDLORD in writing as soon as possible.

TENANT(S) will observe all reasonable regulations and requirements of underwriters concerning use and condition of the premises tending to reduce fire hazard and insurance rates, and not permit or allow any rubbish, waste materials or products to accumulate on the premises.

TENANT(S) shall pay for the repair of all damage to the premises and structure of which they are a part, including fire and flood damage, caused by TENANT(S), their guests or invitees; they shall reimburse LANDLORD for all permit, inspection, and certification costs it incurs because of their noncompliance with this lease or applicable laws; and they shall reimburse LANDLORD for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Nothing in this clause shall waive or lessen LANDLORD'S obligation to maintain and repair the premises under Michigan law, but LANDLORD is not liable for any loss that accrues to TENANT(S) because of LANDLORD'S actions in reasonably fulfilling its obligations hereunder.

18. ALTERATIONS

TENANT(S) will not make any alterations or additions or improvement to the premises without prior written consent of the LANDLORD, including but not limited to paint, wallpaper, telephone or cable TV lines, portable air conditioning units, and attached appliances. Written approval shall not be construed by the TENANT(S) that the LANDLORD assumes the expense or liabilities nor shall such written approval alter the promise of TENANT(S) to pay rent under this lease. All such additions or

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Landlord Tenant Tenant

improvement to the premises made by the parties shall remain on said premises after termination of the lease without reimbursement to the TENANT(S). Further, the TENANT(S) agree that if the TENANT(S) should redecorate, the TENANT(S) will return the premises to its original decoration at the TENANT'S own expense at the termination of the lease unless the TENANT(S) has secured prior written consent of the LANDLORD.

19. REPAIR EXPENSES

Any repairs costing less than \$100.00 shall be paid by the TENANT(S). All repairs over \$100.01 must be approved in writing by the LANDLORD if the TENANT(S) elects to do the repairs.

If TENANT(S) break or damage any items, including but not limited to windows, doors, and locks, TENANT(S) agree to repair or replace the items IMMEDIATELY at the TENANT(S) expense. If, after seven (7) days the repairs or replacements are not complete the LANDLORD may repair or replace the item(s) and the cost shall be charged to the TENANT(S) and paid immediately.

20. DESTRUCTION

If TENANT(S) are unduly too hard and destructive to property so that LANDLORD could show cause for eviction in the professional opinion of LANDLORD or LANDLORD'S agent, this lease will be cancelled and TENANT(S) will be required to vacate the premises within thirty (30) days of written notification and costs to be borne by the TENANT(S).

21. HOLD HARMLESS

TENANT(S) agree for themselves, their heirs, and personal representatives, to hold LANDLORD harmless from all damages, loss, including lost rents, or liability that results from their negligent or illegal use of the premises and from their intentional misuse of them.

22. INSURANCE

LANDLORD and its agents are not responsible for theft of personal property of TENANT(S), their guests or invitees; or for damage, loss, or destruction of personal property of TENANT(S), their guests or invitees, from any cause, including acts or omissions of third parties, unless caused by LANDLORD'S failure to perform or negligent performance of a duty imposed by law. LANDLORD is not liable for any damage to personal property due to water that may come into the basement or through the sewers. **TENANT(S) SHALL INSURE THEIR PERSONAL PROPERTY.**

23. RETURN OF PREMISES

TENANT(S) agrees the TENANT(S) shall give thirty (30) days written notice of intent to vacate prior to the termination of this lease or any extension of the lease. Early surrender of the premises, including surrender accepted in writing, shall not extinguish any of TENANT(S) obligations to perform under this lease, including payment of all rent reserved. TENANT(S) shall return the premises at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear accepted. TENANT(S) agree to remove all of their personal property from the premises at time of vacating and if TENANT(S) fails to do so TENANT(S) agree to a charge for removal and disposal of the items unless they obtain prior written agreement with the LANDLORD.

24. QUIET ENJOYMENT

TENANT(S), upon payment of the rent at the time in manner stated and upon performing all of the promises, shall and may peacefully and quietly have, hold, and enjoy the premises for the term of this lease.

25. UNFITNESS

If the premises become wholly unfit because of fire or other casualty, LANDLORD may cancel this lease by notifying TENANT(S) in writing, and TENANT(S) shall surrender the premises to LANDLORD. If for the same reasons the premises become partially unfit or wholly unfit without LANDLORD canceling the lease, LANDLORD shall repair the premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, rent shall abate in the same percentage that the premises are unfit, unless the unfitness is caused by negligence or intentional misconduct of TENANT(S), their guests or invitees, in which case rent shall not abate. LANDLORD is not liable for failure to

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Landlord Tenant Tenant

repair until TENANT(S) have notified LANDLORD of the need for repair and a reasonable time to make the repair has passed thereafter. If 50% or more of the premises are untenable, the premises are "wholly untenable".

26. ASSIGNMENT SUBLETTING AND OCCUPANCY

TENANT(S) shall not assign this lease or sublet the premises, or any part thereof, without prior written permission of LANDLORD, which shall not be denied unreasonably.

27. ABANDONMENT

If during this lease, LANDLORD believes in good faith that TENANT(S) have abandoned the premises and current rent is unpaid, LANDLORD may re-enter the premises and remove the remaining possessions of TENANT(S) without liability. Unless not allowed by local ordinance. Abandonment is conclusively presumed if rent is unpaid for fifteen days following the due date and (1) a substantial portion of TENANT(S) possessions have been removed or (2) acquaintances of TENANT(S) or other reliable sources indicate to LANDLORD that TENANT(S) have left without intending to re-occupy the premises. If TENANT(S) abandons or surrenders the premises at anytime and leaves personal property there, LANDLORD may dispose of it however LANDLORD chooses, and TENANT(S) shall reimburse Landlord for all costs incurred in that regard.

28. HOLDING OVER

TENANT(S) shall vacate the premises on or before the expiration date of the lease. If TENANT(S) retain possession thereafter without LANDLORD'S written permission, LANDLORD has thirty (30) days from the last day of the lease to sue TENANT(S) for possession under section 5714(1)(C)(2) of the Michigan Summary Proceedings Act (Holding over after lease expires). If suit is not begun within that time, the tenancy shall continue on a month-to-month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by twenty percent (20%), beginning on the first day after lease expiration, regardless of whether suit is brought. Acceptance of money by LANDLORD from TENANT(S) during the thirty (30) days following expiration of the lease does not waive LANDLORD'S right to seek possession as described in this paragraph, and TENANT'S shall compensate LANDLORD for all damages caused by their unauthorized holdover.

29. LIMITED CANCELLATION RIGHTS

TENANT(S) who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to LANDLORD if: (i) TENANT(S) has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or (ii) TENANT(S) has become incapable during the term of living independently, as certified by a physician in a notarized statement. (iii) TENANT(S) is transferred out of the area for business reasons. Election to cancel under this paragraph is limited to the TENANT(S) to whom the foregoing applies, and the lease continues in full force and effect for remaining TENANT(S).

30. PETS

TENANT(S) agree that no pets are allowed on the premises, inside or outside, without the written consent of the LANDLORD. If TENANT(S) fail to comply, this will be cause for immediate eviction and the costs will be the responsibility of the TENANT(S) and due upon notice.

31. JOINT AND SEVERAL LIABILITY

When there is more than one TENANT(S) on the lease, each TENANT(S) is jointly and severally liable for its full performance.

32. AMENDMENT

This lease may be amended in writing only, signed by all parties.

33. CAPTIONS

Paragraph captions are solely to assist with identification. They are of no legal significance.

34. WAIVER

Failure by LANDLORD to enforce a provision of this lease on one (1) or more occasions is not a continuing waiver of LANDLORD'S right to enforce the provision.

35. SEVERABILITY

A court ruling that a clause of this lease is invalid or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.

36. SUCCESSORS BOUND

Initial Here:	<i>EM</i>	
	12/27/18	
	3:25 PM EST	
Landlord	Tenant	Tenant

The heirs, successors, assigns, and representatives of LANDLORD and TENANT(S) shall be bound by the covenants of this lease.

37. LEAD BASED PAINT DISCLOSURE AND MOVE IN CHECKLIST

TENANT(S) acknowledges the receipt of the Lead Based Paint Landlord's Disclosure Form and the pamphlet *Protect Your Family From Lead in Your Home*. TENANT(S) acknowledge they have received a move-in inventory check list. The premises are conclusively presumed to be in good condition at move-in unless TENANT(S) specify objections on that list and return a copy of it to the LANDLORD within seven (7) days after receiving the list. The move-in inventory check list is not a request for repairs.

38. TOTAL AGREEMENT

This lease is the Parties' entire agreement, and they enter it voluntarily. There are no other agreements, including discussions, proposals, negotiations, and representations made prior to the execution of this lease that are part of this lease unless specifically in writing

TENANT(S) application to lease is incorporated as part of this lease, and TENANT(S) covenant that the information supplied in that application was and continues to be accurate. TENANT(S) agree to provide the LANDLORD in writing with any new phone numbers or change in employers as soon as possible.

During this lease and thereafter, LANDLORD or its agents (including a collection agency) may obtain TENANT(S) credit report, which LANDLORD or its agent may use in attempting to collect unpaid rent, late fees, or other charges from TENANT(S).

39. OTHER

1. LANDLORD IS CURRENTLY HOLDING \$900 SECURITY DEPOSIT TRANSFERRED FROM PRIOR OWNER & LANDLORD. THIS SECURITY DEPOSIT WILL BE USED IN THE LEASE AGREEMENT.
 2. THIS LEASE IS month to month.
 3. The seller will execute the sale of said property for the sale price of \$80,000 to Eric Morin or family member by April 30th. 2019. The seller will accept FHA offer
 4. The buyer has 3 months to get qualified through a lender and execute the purchase for the sale price of \$80,000 then an additional 30 days to close
 5. If the purchase is executed the lease will cease on the closing date.
 6. If the tenant fails to pay his rent on time this agreement is null and void. Tenant has a 3-day grace period from the 1st of the month.
 7. The tenant must allow the landlord access to perform any inspections and/or repairs needed to the property within a 72-hour notice.
- All other items remain the same.
8. Tenant will be allowed to have his current 2 dogs & 1 cat remain as part of the lease.
- All other items remain the same.

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.

MICHIGAN SECURITY DEPOSIT ACT NOTICE

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	EM 12/27/18	
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Landlord Tenant Tenant

TO TENANT(S): 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.

ACKNOWLEDGEMENT OF FUNDS

The sum of \$900.00 has been received by the LANDLORD from the TENANT(S) and shall be applied as follows:

First months rent in advance	\$ <u>900</u>
Security Deposit	\$ <u>Landlord has possession</u>
NON REFUNDABLE Cleaning preparation fee	\$ <u>0</u>
Water Bill-first Month	\$ <u>0</u>
TOTAL	\$<u>1800</u>

Dated:
Landlord

Dated: *Eric Morin* dotloop verified
12/27/18 3:25 PM EST
NZCK-YDKL-JIYI-NONE
Tenant

Dated:
Tenant

Initial Here: *EM*
Landlord 12/27/18 3:25 PM EST Tenant

