

RENTAL AGREEMENT

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.

1. LANDLORD/OWNER: Scott Maslanka ("Landlord") Address: P.O. Box 36, Schoolcraft, MI 49087.
2. ADDRESS OF RENTAL UNIT: , Kalamazoo, MI 49006 (the "Premises").
3. TERM OF LEASE
Fixed Term Lease Beginning at 12:00 PM (NOON) and Ending at 12:00 PM (NOON)
(the "Term").
4. TENANT(S) Occupancy limited solely to individuals below.

Tenant's Names (Please PRINT Clearly)	Tenant's Names (Please PRINT Clearly)
1.	5.
2.	6.
3.	7.
4.	8.

5. SECURITY DEPOSIT: Tenant(s) agrees to pay a sum of \$ (not to exceed one and one-half month's rent equivalent) to Landlord, on or before , as a Deposit. If security deposit is not paid by due date mentioned above, Tenant(s) hereby agrees to pay a late charge in the amount of \$100.00. Payment of the Security Deposit is a condition for Tenant obtaining possession of the premises. Landlord may use said Security Deposit to pay for all rent in arrearage under this Rental Agreement; for rent due resulting from premature termination of this Rental Agreement by Tenant(s); for all unpaid late rent fees; for utility bills not paid by the Tenant(s) or paid by Landlord on behalf of Tenant(s); for reimbursement for any physical damage to the Premises or any property ancillary to the Premises. Tenant(s) shall not, under any circumstances, apply the security deposit toward payment of the final month's rent or any rent due under this Rental Agreement. If damages to the Premises exceed the amount of this Deposit, Tenant(s) agrees to pay such damages upon receipt of a Notice of Damages. The Security Deposit shall be on deposit at FLAGSTAR BANK, whose address is: 760 S US 131 Three Rivers, MI 49093 .

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.

NOTICE TO LANDLORD OF A FORWARDING ADDRESS, PURSUANT TO THE ABOVE NOTICE, IS EFFECTIVE ONLY WHEN IT IS GIVEN WITHIN FOUR (4) DAYS AFTER MOVING. Notice required under this section shall be made by United States Mail, postage prepaid, registered or certified, and addressed to Landlord at P.O. Box 36, Schoolcraft, MI 49087.

6. RENT: Tenant(s) agrees to lease the Premises and pay rent in the TOTAL amount of \$ to Landlord for the Term described in paragraph (3) above.
- a. RENT & LATE CHARGES: Rent in the amount of \$ per month is due on or before the FIRST day of each month. Tenant(s) shall make checks payable to and direct payments to Scott Maslanka, P.O. Box 36, Schoolcraft, MI 49087. Rent shall be paid by one check or money order only for the entire rental unit. Partial payments may be refused as deemed appropriate by Landlord. If rent is not received by the landlord on or before the FIFTH day of the month in which rent is due, Tenant(s) hereby agrees to pay a late charge in the amount of \$75.00. If rent is not received on or before the FIFTHTEENTH day of the month in which rent is due, Tenant(s) agrees to pay an additional late charge in the amount of \$50.00 (\$75.00 + \$50.00 = \$125.00). These non-refundable late charges are immediately due and payable. Payment date is defined by either hand delivery to Landlord or postmark date. Payments must be postmarked by the 4th of each month or hand delivered by the 5th of each month or will be considered late. In the event Payment is hand delivered to Landlord, Tenant(s) should request a receipt from Landlord to affirm the date payment was received. If you choose an electronic option for paying rent and it is not functioning properly, rent is still due by the 1st of each month and is considered late by the 5th of the month.

b. RENT ARREARAGE AND DISHONORED/INSUFFICIENT FUNDS CHECKS: Tenant(s) agrees to pay a \$45.00 charge for each returned check, plus a late payment charge of \$75.00 if account is not brought up to balance by the 5th of each month. Non-payment of rent or habitual late payment of rent shall be deemed sufficient reason for eviction. Any balance carried forward from the previous month will be subject to additional late fees. It is understood that late fees will be assessed not only on unpaid rent, but also on unpaid late fees, NSF fees and other fees. These non-refundable charges are immediately due and payable.

7. NON-REFUNDABLE ADMINISTRATION FEE: There is a \$175.00 Dollar per person non-refundable administration fee to cover landlord's leasing and advertising administrative costs. This is not a cleaning fee and due and payable to Landlord on or before _____.

8. CONDITION OF PREMISES - COMMENCEMENT INVENTORY CHECKLISTS: Tenant(s) shall note the condition of the unit and the furnishings and return a copy of the signed Inventory Checklist to Landlord within seven (7) days after receiving possession of the rental unit. The Inventory Checklist will be deemed returned when Landlord signs it. Tenant(s) understands and agrees that failure to return this form within seven (7) days of occupancy will constitute that the Tenant(s) affirms there is no prior damage to the rental unit. Broken windows, siding and other items that may or may not be considered vandalism that are not marked on the beginning inventory inspection are the responsibility of the Tenant(s) as Tenant(s) assumes care and custody of the rental unit. Landlord, at his or her sole discretion, may refuse a checklist and consider it invalid if it is not returned within the seven-day statute period and signed by Landlord. In units where one (1) or more Tenant(s) are renewing, all new Tenant(s) accept the property in the condition documented in the previous beginning Term's Inventory Checklist/Inspection unless specified otherwise by Landlord. This document will be furnished by written request prior to the execution of the new Rental Agreement. Failure to request this document does not relieve Tenant(s) obligations to accept this document as the beginning Inventory Checklist/Inspection. In the event there was no beginning Inventory Checklist/Inspection the unit shall be considered undamaged.

9. NOTICE OF DAMAGES: In case of damage to the rental unit attributable to the Tenant(s) or other obligations against the deposit, Landlord shall mail to the Tenant(s) within (30) thirty days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Tenant(s) must respond to the Landlord's claim by mail within seven (7) days of receipt of the itemized list or forfeit amount claimed.

10. PARENTAL CONSENT FORMS: Tenant(s) acknowledges receipt of the "Parental Consent to Liability for Rent and Damages" form. Tenant(s) guarantor agrees that the Consents will apply to this Rental Agreement and any amendments to this Rental Agreement. Any such amendments will be forwarded to the guarantor within a reasonable time of their execution. Each Tenant(s) guarantor agrees to sign and return the Consent WITHIN 14 DAYS AFTER THE DATE OF THIS RENTAL AGREEMENT. If Tenant(s) fails to timely return the fully completed and signed Consents to Landlord, Landlord may elect to not allow the Tenant(s) to take occupancy until such completed and signed forms are returned or to declare Tenant(s) in default.

11. POSSESSION BY TENANT: Landlord may elect to decide that Tenant(s) shall not be entitled to possession of the Premises or any part thereof until all of the following conditions have been satisfied: (a) all rent and other sums due under the Lease are paid in full; (b) the Security Deposit is paid in full; (c) the Premises have been vacated by the prior occupants; (d) utilities have been transferred to Tenant(s) name; and (e) all fully completed and properly signed Consent forms have been received by Landlord. If Tenant(s) shall be unable to occupy the Premises at the time provided under paragraph (3) above by reason of the holding over of any previous occupant or as a result of any cause beyond the control of Landlord, such an event shall not affect the validity of this Rental Agreement. Further, Landlord shall not be liable for any damage or other remedy to Tenant(s) during such period Tenant(s) is unable to occupy the Premises except that the rent due hereunder shall be prorated.

12. SMOKING, MARIJUANA, & ILLEGAL DRUGS POLICY: Smoking is NOT ALLOWED inside the Premises. Please limit smoking to outside or on the porch or balcony. Please do not dispose of cigarette butts in the lawns, bushes, sidewalks or parking lots. Damage to the unit caused by burns, odors or clean-up of improperly disposed of cigarette butts will be charged to the tenant(s). Marijuana. Growing or cultivating marijuana is prohibited anywhere in or on the premises, regardless of whether Tenant or any other person is a qualifying patient under the Michigan Medical Marihuana Act. Illegal Drugs. Illegal drug manufacturing, use, possession, or sale is strictly prohibited. Violation of this policy will be considered an event of default and may result in termination of this Rental Agreement.

13. PARKING: Tenant(s) will not park boats, trailers, snowmobiles, or unlicensed vehicles on the premises at any time without Landlord's written permission. Tenant(s) and his/her guests shall not perform repairs, maintenance or in any way service vehicles on or around the Premises. Immobilized or broken-down vehicles cannot be left on the Premises for longer than ten (10) days. Any vehicle found being serviced or broken down will be subject to immediate towing at the vehicle owners' expense without notice.

14. NON-RESIDENTIAL USE: Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

15. ALTERING PREMISES AND HOLES IN CEILING AND WALLS: Tenant(s) agrees not to alter premises or supplied furnishings/appliances in any way without prior written consent from Landlord. Tenant(s) agrees not to repaint, remodel, replace shower heads, faucets or other fixtures, drive nails into woodwork or other surfaces, nail or drill holes in the ceilings and/or walls anywhere in the Premises for hanging plants, hammocks, lofts, TV's, shelves or for any other reason, or to use any adhesive items on walls or other surfaces unless prior written permission is given by Landlord. Landlord will consider all alterations as damages and charge Tenant(s) to immediately restore the Premises to its original state and/or to repair any damage, structural or otherwise, to the Premises.

16. KEYS AND LOCKOUT POLICY: The Landlord will provide one key per exterior lock per Tenant. Keys that are not returned at the termination of tenancy, for any reason, will be considered damage to the Premises and will require the locks to be changed, and new keys to be issued subject to the fees below. Any locks that are found to have been installed by anyone other than Landlord, or his agents, will be removed and Tenant(s) will be assessed a change lock and new key fee as described below. If Tenant locks him or herself out of the Premises, a bedroom, or mailbox, Tenant(s) may call Landlord to be let in but will incur the fees listed below as additional rent for the service. If Landlord is unavailable, Tenant(s) may call a locksmith at their own expense.

Weekday unlock: \$ 50.00	Weekend/Holiday unlock: \$ 100.00
New Keys: \$ 10.00 Each Key	Change Lock: \$ 100.00 Each Lock

17. DEFAULT AND REMEDIES: Notwithstanding Landlord's right to impose a late charge, Tenant(s) noncompliance with any provision of this Rental Agreement, including but not limited to failure to pay an installment rent when due and is an event of default. If Tenant(s) defaults, Landlord may have all remedies legally permitted, including but not limited to termination of this tenancy, recovery of the Premises, and acceleration of the rent due for the remainder of the Term. Tenant(s) agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant(s) obligation to Landlord by the amount of such partial payment.

18. VIOLATION OF ORDINANCES: Violation of local housing ordinances and/or disturbances to neighbors by Tenant(s) or Tenant(s) guests will not be tolerated. Each Tenant is responsible for the conduct of his/her guests. If local enforcement authorities are needed to enforce ordinances or control noise, Landlord may in his discretion find you in Default under this Rental Agreement and may terminate the Lease.

19. PETS OR ANIMALS: NO PETS or animals of any kind will be permitted on the Premises without the written consent of the Landlord. If any pet or animal is found on the Premises, no matter how temporarily, without written consent from Landlord, Tenant(s) shall be charged \$1,000.00 in additional rent. The pet or animal shall be removed from the premises immediately. Any violation of this clause will be considered an event of default and may result in termination of this Rental Agreement.

20. ASSIGNMENT AND SUBLEASING BY TENANT: This Rental Agreement permits only the Tenant(s) listed in paragraph (4) above to live on the Premises. If others are found to be residing on the Premises that are not currently under a Rental Agreement with Landlord, for more than a three-day period, Landlord may at his/her sole discretion find Tenant(s) in default and may terminate this Agreement. Tenant(s) agrees to not sub-let or assign the Premises without written consent of Landlord. Any transfer made without Landlord's prior written consent shall, at Landlord's option, be void. Landlord has the right to refuse a sublease or assign at any time. Tenant(s) will be charged a one-time fee of \$150 for each assignment and \$100 for each sublease that must be paid before the assignment or sublease will be allowed. Tenant(s) agrees to follow the assignment or sublease procedures, using the Assignment or Sublease Agreement provided by Landlord. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully and primarily responsible and liable for the payment of rent and for compliance with all of Tenant's other obligations under this Lease.

21. POSSESSION / HOLD OVER BY TENANT: No hold over tenancy shall be created by Tenant(s) remaining in possession beyond the expiration date of the lease. Acceptance of money by Landlord from Tenant(s) following the expiration of the lease does not waive Landlord's right to seek possession nor does it relieve Tenant(s) of the obligation to compensate Landlord for damage caused by the illegal holdover. Landlord may also elect to terminate the tenancy and seek judicial assistance to evict the Tenant(s). If Tenant(s) fails to vacate the premises upon expiration of this lease, rent shall increase as determined by Landlord. All other covenants of the lease shall remain in full force and effect. Tenant(s) shall also pay actual damages incurred by Landlord due to Tenant(s) failure to vacate, which damages may include but are not limited to hotel/motel, restaurant, and storage expenses for new Tenant(s) whose possession is delayed.

22. RIGHT OF ENTRY/ACCESS TO PREMISES: Landlord (including his agents, maintenance contractors and the like) shall have the right to enter the Premises at all reasonable times upon notice for the purpose of examining the Premises, showing the Premises to prospective tenants, and to perform repairs and maintenance after Landlord puts forth reasonable effort to give Tenant(s) notice of such entry. Landlord, including agents, has the right to enter the Premises at any time in the event of an emergency.

23. REPAIRS: Landlord agrees to make all repairs, which, in Landlord's sole discretion, are necessary, or which are required to keep rental property in reasonable repair and to comply with health and safety laws. MCLA 554.139. Tenant(s) agrees to give Landlord prompt notice of needed repairs. It is agreed that whenever such repairs are delayed because of factors beyond the control of Landlord, the obligations of Tenant(s) to Landlord herein shall not be affected whatsoever, nor shall any claim accrue to Tenant(s) against Landlord, its agents or assigns, by reason thereof. Tenant(s) agrees to give Landlord prompt notice of needed repairs.

24. REPAIRS / NEGLIGENCE OF TENANT(S): Repairs necessitated by the negligence of Tenant(s) or Tenant(s) guests or invitees, whether by act or omission, will be performed by Landlord and charged to Tenant(s). Such repairs include, but are not limited to damage from waste water stoppages caused by foreign or improper objects in lines serving any of the bathrooms; damages to appliances, doors, windows or screens; and damage from windows or doors being left open, necessitated by misuse or damage by Tenant(s), Tenant(s) guests or invitees, or caused by vandalism or negligence. Tenant(s) shall not change any lock on the Premises. Changing of any lock will constitute damage to the Premises. At no time for any reason shall Tenant(s) make or hire contractors to make **ANY** repairs to this property without the consent of Landlord. It is agreed that whenever repairs are delayed because of factors beyond the control of Landlord, the obligations of Tenant(s) to Landlord herein shall not be affected whatsoever, nor shall any claim accrue to the Tenant(s) against Landlord, its agents or assigns, by reason thereof. Tenant(s) shall immediately pay the costs of such repairs, and may be required to pre-pay for such repairs. If Landlord advances the funds

for repairs, Tenant(s) is responsible for payment to Landlord, in full, within ten (10) days of being sent an invoice. Such amounts shall be considered a non-refundable fee and be immediately due and payable.

25. PESTS/RODENTS/FLEAS: Tenant(s) shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises s/he occupies. Tenant(s) responsibility for extermination shall begin (30) thirty days after occupancy commences. If there is a suspected infestation before then, the Landlord will solely determine the course of action and choose the extermination plan. This responsibility may be relieved at sole discretion of Landlord deemed the infestation occurred before Tenant(s) took occupancy.

26. ACTS OR OMISSIONS OF OTHERS: Landlord shall not be liable to Tenant(s) for any loss or damage caused by the acts or omissions of other Tenants, their guests or invitees, or of trespassers. If the Premises are damaged by fire, or any other cause including acts of God, terrorist activity, war, civil unrest, or Mother Nature, Landlord may repair the Premises and Tenant(s) shall continue to be bound under the terms and conditions of this Rental Agreement or, in Landlord's sole discretion, Landlord may declare this Rental Agreement null and void.

27. TENANT'S DUTIES UPON TERMINATION: At the expiration of the Lease Term, the Premises, including but not limited to the carpets, walls, windows, bathrooms, bedrooms, patios, balconies, kitchen, and appliances in the Premises, must be clean and in good repair and condition. The Premises must be left in the same condition as it was upon move-in. If it is not, Tenant(s) will be responsible for reasonable charges to complete such cleaning, repair or replacement. If Tenant(s) leaves any personal property on the Premises after vacating or after the end of the Lease Term, that property will be considered to have been abandoned and Landlord may charge you with costs incurred to keep, sell or dispose of such property without liability of any kind. Furniture may NOT be left behind or placed in the Premises dumpster. There will be a fee of \$100 per furniture item that is left on the Premises or in the dumpster after moving out. Failure to vacate at the end of the lease will result in a charge of \$100 per hour until completely vacated.

28. SALE OF PREMISES: Any sale of the Premises will not affect this lease or Tenant(s) obligations under this lease, but upon such sale Landlord will be released from all of his obligations under this lease and the new owner will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

29. WAIVER OF SUBROGATION: Tenant(s) hereby remise, release and discharge Landlord of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty in the event waiver of subrogation is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the insured party under such insurance.

30. HOLD HARMLESS NOTICE AND INDEMNIFICATION: Tenant(s) agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant(s), Tenant(s) guests or personal property against the criminal actions of other residents or third parties. Furthermore, Landlord shall not be liable for any damage or injury to Tenant(s), Tenant(s) guests or personal property or to any person entering the Premises, for injury to person or property arising from theft, vandalism or casualty occurring in the Premises. Tenant(s) agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause. Tenant(s) has the responsibility to protect his or herself and to maintain appropriate insurance to protect him/her and his/her belongings.

31. WAIVER AND SEVERABILITY: Landlord's failure to enforce any rights under this Rental Agreement shall not constitute a total or partial waiver or prohibit Landlord from subsequently enforcing those rights. If any provision of this Rental Agreement should be or become invalid, such invalidity shall in no way affect any of the other provisions of this Rental Agreement, which shall continue to remain in full force and effect. All ancillary documents signed contemporaneously herewith shall become part of and be incorporated herein by reference.

32. CONSTRUCTION OF TERMS: This Rental Agreement contains each and every covenant, term and condition between the Landlord and Tenant(s), and there are no oral amendments to this Rental Agreement. Tenant(s) acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that this Rental Agreement constitutes the entire agreement between the parties.

33. COPIES OF LEASE: At the time of lease signing, one paper copy of the original signed lease will be provided to the group. Also, at the time of lease signing (and ONLY at this time), one digital copy per Tenant will be provided if requested. Any additional copies, digital or paper, will be a charge of \$10.00 per copy. The charge must be paid in full before any copies will be dispersed.

34. SERVICES, UTILITIES, AND OTHER PROVISIONS: The rent includes the cost of: 1 Gb wireless fiber internet service, garbage pickup, snow removal in the driveway/parking area, and lawn care. Tenant(s) shall be responsible for obtaining and paying for electricity, water & sewer, cable. Tenant agrees that water/sewer, gas, and electricity shall not be disconnected at any time during the term of this lease. Landlord shall not be responsible for any disruptions, slowdowns, outages, or damage of any kind caused by the interruption or failure of any services that may occur due to factors beyond its control. Tenant(s) shall be responsible for transporting garbage to the dumpster or trash/recycling cart; taking the trash/recycling cart to the street no more than one day ahead of the designated trash pickup day and must return trash/recycling cart to the house the same day as the trash pickup day; snow removal of steps, walkways, and porches; replacement of smoke detector batteries; and replacement of fire extinguishers. **TENANT LIABILITY IN FREEZING TEMPERATURES** - Tenant(s) agree to not shut off or stop service of the heat in periods of time where outside temperature drops below the freezing level. The thermostat of the rental unit must not be set below 55°F at any time. TENANT(s) agree to pay for all damages caused by failure to comply with this item.

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Upon execution by Landlord and Tenant(s), Landlord and Tenant(s) agree that this shall constitute a binding agreement for the Lease of this property. All parties to the Rental Agreement have read, understand, and agree to abide by all the rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant's Names (Signatures)	Tenant's Names (Signatures)
1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

Landlord: _____ Date: _____

Scott Maslanka

Please make all checks payable to

and send all communication or notices to:

Scott Maslanka

P.O. Box 36

Schoolcraft, MI 49087