

**RENTAL AGREEMENT**

**NOTICE;** Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required by law 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 qualified person.

(check One)

This is an agreement between      ( )      RAS SALES      Robert A. & Diane M. Stites  
  ( )      STITES INC.     Phillip R. & Marcia C. Stites  
  ( )      Robert A. & Diane M. Stites & Phillip R. & Marcia C. Stites

hereafter referred to as LANDLORD, and the following persons, jointly and severally, hereinafter referred to as TENANTS (S).

name;..... d.o.b. .... drivers lic. # .....  
address; ..... SS # .....  
cell phone # ..... vehicle make ..... lic # .....

name; ..... d.o.b. .... drivers lic. # .....  
address; ..... S.S. # .....  
cell phone # ..... vehicle make ..... lic. # .....

name; ..... d.o.b. .... drivers lic.# .....  
address; ..... S.S. # .....  
cell phone; ..... vehicle make ..... lic. # .....

Concerning tenancy of premises known as .....St./Ave. in City of Hancock, Michigan

1. Said tenancy shall begin on ..... day of ....., 20....., upon which day said tennent shall be given possession of said premises, and shall end on the ..... day of ....., 20....., upon which the tenant shall peaceable deliver and surrender same.

2. Monthly rent shall be \$ ..... per month and is payable in ADVANCE by 12:00 Noon the ..... day of the month to which it applies. Tenant (s) jointly agree to the responsibility of maintaining payments for the entire period of this Agreement regardless of occupancy, the total of such payments for the duration of this Agreement amounting to \$ .....  
**ALL TENANTS SHALL BE JOINTLY RESPONSIBLE FOR THE RENT.** Any failure to promptly make rental payments shall be a breach of this Agreement, which in addition to entitling the Landlord to all other damages at law and the right to terminate the same, shall result in Tenants forfeiture of any damage deposit or advance payment held by the Landlord.

3. In the event Tenant (s) fails to make rental payments on time, an additional rent charge of \$ 10.00 per day for each day of default shall accrue and continue until default is cured or Tenant (s) vacates premises. Additional rental charges shall be due and paid with late rent. It is the Tenant (s) sole responsibility to make rent payments in whole and on time.

4. In conjunction with the excution of this Agreement, Tenant (s) is required to deposit, and is depositing with the Landlord, a security deposit of \$ ..... to be held on deposit at Superior National Bank, 235 Quincy St., Hancock, Mi., by the Landlord, the amount of which shall be forfeited, in whole or part, as payment for damages suffered by the Landlord. In the event no damages are suffered, the entire security deposit shall be refunded to the Tenant (s) upon vacating the premises in

accordance with the Michigan Landlord Tenant Act. Said damages include, but are not limited to ; physical destruction, defacements, alterations, unauthorized repairs, redecoration, deterioration and or excessive soiling of the premises or fixtures that are directly or indirectly caused by the Tenant (s) or Tenant's guest, through accident, abuse, misuse, neglect or any other action; past due rent, utility bills, late rent payments, cleaning expenses, failure to return keys or any expenses incurred by the Tenant(s) against the premises, and for legal fees required on behalf of the Landlord as permitted by law for collection of damages. At the time of possession, Tenant(s) shall inspect premises and note condition of same on a Standard Apartment Inspection Form provided by the Landlord. Tenant (s) shall return a completed copy of the form to the Landlord within 5 working days.

5. Tenant(s) shall have no right to and shall not assign this Agreement nor sublet premises or any part thereof, and Tenant(s) agrees to immediately inform the Landlord of any future changes in facts supplied on this form as to the number or identity of the occupants of said premises. Any attempt at such assignment, subletting, or change without prior written consent of the Landlord shall be cause for immediate termination of said tenancy and forfeiture of all rents and deposits paid.

6. Tenant(s) agrees to maintain premises in good repair and not to make any alteration or improvements or attempt repairs of any damages to said premises without written consent of the Landlord. Landlord shall have sole discretion as to the necessity of any repair, decorating or other work, as to quality and cost thereof.

7. Tenant(s) agrees to maintain premises in a clean and sanitary state for the duration of the tenancy and shall be responsible for thorough cleaning of the premises immediately upon vacating the same. In the event the Tenant(s) fails to satisfactorily clean said premises, Landlord shall have the option to effect such cleaning himself or hire a cleaning contractor, the cost of which to be subtracted from the security deposit. Tenant (s) agrees that during the tenancy NO ITEMS are to be left outside of the premises, such as, but not limited to just these, tires, furniture of any type, junk, household trash. All household trash must be in city trash bags and put out Tuesday morning for pick-up every week. The cost of removal, 24 hours, after receiving a note from the Landlord, by the Landlord shall result in a bill for which money is due upon receipt. An example of possible charges are; Tires \$ 15.00 each, Sofa \$ 50.00, Mattered \$25.00 each piece, Trash Can full of junk \$ 25.00. Uncleaned/damaged Stoves or Refrigerators \$ 350.00 each.

8. Tenant(s) agrees premises shall be used for residential purposes only, no unlawful purpose or manner contrary to law. No guest in excess of 3 nights per month, without written consent and compensation to the Landlord. Tenant(s) agrees to accept the premises in an AS IS CONDITION, with no warranties of any nature made by the Landlord, and all warranties of fitness, merchantability or appropriateness for intended use are being waived. Tenant(s) agrees to replace, at their cost, any and all light bulbs or other lighting apparatus requiring replacement during the rental periods and before vacating the premises, as well as keys, batteries for smoke detectors, discharged fire extinguishers, all to be checked and replaced by Tenant(s)

9. Tenant(s) agrees this apartment / building for Tenant(s) or their guest is NON SMOKING, NO PETS, NO WATERBEDS,

10. Tenant(s) agrees and understands that the Tenant(s) shall be solely responsible for any npersonal property brought upon the premises by the Tenant(s) or Tenant's guest, futher agrees that the Landlord assumes no responsibility for damage or loss of such property and that the Tenant(s) hereby release and discharges Landlord from any and all liability for damage or loss to any personal property located on the premises, including damage or loss inflicted by Third Parties to personal property of Tenant(s) which damage or loss is alleged to also be due to negligence or intentional conduct of the Landlord. It is STRONGLY suggested that all Tenant(s) secure personal Renters Insurance. Tenant(s) hereby agrees to release, indemnify, and hold harmless the Landlord for any and all claims, injuries or damages suffered by the Tenant(s) upon said premises, including any and all claims for personal injury or bodily injury arising on the property.

11. Tenant(s) agrees to abide by rules and regulations of said premises and to respect the safety, privacy and enjoyment of neighboring residents and tenants, disregard of such by Tenant(s) or Guest shall be cause for termination of said tenancy at the discretion of the Landlord and forfeiture of all rents paid.

12. Upon destruction of said premises or any portion thereof by fire, Act of God, collapse or other casualty not caused by Tenant(s), Landlord shall at his option be entitled to terminate and cancel this Agreement, thereby incurring no damages therefore, but upon such termination shall refund the pro-rated portion of any advance rents paid.

13. The Landlord or his agents shall have the right to inspect said premises and repair/maintain same, and may at any reasonable hour show same and any part thereof to prospective purchasers, mortgagees, tenants or agents thereof, and place one or more "For Rent or For Sale signs. Tenant(s) acknowledges that prior to signing this lease, they have received and reviewed a copy of "Lead-Based Paint Landlords Disclosere Form"

14. Parking shall be provided to the extent of one space per tenant, or to the minmun required by law. Tenant(s) agrees to accept full responsibility for and to maintain legally licensed and insured motor vehicle(s) brought upon the premises or parking areas. Inoperable or unlicensed vehicles are to be removed from premises within 24 hours when requested by written notice from the Landlord. Failure to remove such vehicle(s) the Landlord is authorized to remove such vehcles or cause same to be removed by wreaker service, at the sole expense of the Tenant(s). Tenant(s) must move or park vehicles as directed by the Landlord. Failure to comply is a material breach of this rental agreement and will result intermination of this Agreement and forefieture of any advance rent paid.

15. Tenant(s) agrees Water Bills past due 30 Days shall be considered as unpaid late rent, in default and a material breach of this Agreement. In case of non-proformance of this Agreement it shall be lawful for the Landlord or his agents to re-enter said premises, retain, repossess and expel, remove Tenant(s) Property and at Landlords option this Agreement shall become null and void. Only with the Consent of the Landlord may Tenant(s) stay beyond ending date this of lease, this Agreement continues in effect, Tenant(s) must give 30 days Notice of Leaving. Rental periods are by the month only.

16. TRUTH IN RENTING ACT PROVISIONS: Landlord and Tenant(s) specifically agree that this Agreement shall not, is not intended, nor shall be construed, to violate any of the provisions of the Act, if, however any provision of this agreement dose in fact reach such a result, then such provision shall be null and void, but the other provisions of this Agreement shall continue to remain in full force and effect

17. Electric .....	Paid By	(Tenant)	(Landlord)	Call UPPCO .....	1-800-562-7680
Water.....	Paid By	(Tenant)	(Landlord)	Call City of Hancock.....	906-482-2720
Nat. Gas.....	Paid By	(Tenant)	(Landlord)	Call SEMCO .....	1-800-624-2019
Phone and Cable	Paid By Tenant(s)				
Snow removal: Walks / Decks / Porches	By Tenant(s)		Parking Area By;	(Tenant)	(Landlord)

18. The Address of the Landlords for the purpose of notice under the Truth In Renting Act, Payment of rent and for all other purposes is.... RAS SALES (Robert & Diane Stites) STITES INC. (Phillip & Marcia Stites)  
323 White St. Hancock, Mi. 49930 716 Ryan St. Hancock, Mi. 49930  
906-482-0162 906-482-6082

Make Rent Checks Payable To; ( ) RAS SALES ( ) Robert Stites ( ) STITES INC.

IN WITNESS WHEREOF; The parties have hereunto set their hands this ..... day of ..... 20.....

..... Landlord/Agent Web Site rasapartments.com  
RobertStites or Diane Stites or Phillip Stites or Marcia Stites

.....Tenant .....Tenant

.....Tenant .....Tenant