**LEASE AGREEMENT**

This lease agreement (“Lease”) is entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lessor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (jointly and severally, “Lessee”).

WITNESSETH that Lessor, for consideration set forth herin, does hereby demie, let, and lease unto Lessee the premises known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises”) for an initial term of \_\_\_\_\_months and \_\_\_\_\_days, commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Occupancy Date”) and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“initial term”) upon the following terms and conditions:

**1. TERM**: The term of this Agreement is for 12 months, commencing on the date agreed to herewith, and terminating at midnight on the last day of the term of this Agreement. Lessee shall give a minimum of 30 days notice to Lessor, in writing, of intent to terminate this Agreement upon its expiration. If Lessee shall remain in possession of the leased premises after the expiration of the term of this Agreement, such possession shall be as a month to month Lessee. During such month to month tenancy, the original terms of this Agreement, and all other provisions of this Agreement shall remain in full force and effect. If a month to month tenancy is established after the original term of this Agreement, it may be terminated by either Lessor or Lessee at the end of any month upon thirty (30) days prior written notice.

**2. RENT**: Lessee shall pay to Lessor for the use and occupancy of the leased premises the sum of \_\_\_\_\_\_\_\_\_\_ per month commencing on the Occupancy Date. Monthly rent shall be due and payable on the 1st day of each month thereafter during the term of this Agreement.

1. **PAYMENT ADDRESS**: Monthly rental payments shall be paid by check made payable and mailed to:

Ford Estates, LLC   
2885 Sanford Ave SW #17109   
Grandville, MI 49418

1. **LATE PAYMENTS**: Rent payments not received by the fifth (5th) day of the month for which said payment is due shall be subject to a late payment charge of $50.00 and such late payment will be immediately due and payable as additional rent pursuant to the terms of this lease. Provided, however, in the event Lessee fails to pay the rent within Five (5) days after the due date, such failure shall be considered a willful non-compliance and the Lessor or its agents may proceed with legal action pursuant to state law. The lessee shall be responsible for all costs, including attorney’s fees, expended by Lessor or his agent, in enforcing the collection of any delinquent rent and/or late charges as permitted by state law.
2. **WAIVER OF NOTICE TO QUIT**: If Lessee fails to pay the rent by the fifth (5th) day of the month, when due, Lessee agrees and acknowledges that Lessor may immediately file an action for eviction based on Lessee’s failure to pay rent in the proper court. Lessee hereby waives his/her right to any further notice to quit or vacate related to non-payment rent.
3. **N.S.F. CHECKS**: An additional $25.00 fee will be assessed for each personal check that is retained by any financial institution plus late fees. The N.S.F. check shall be redeemed in cash or money order. All payments for fees other than rent or security deposits shall be made payable to Lessor. In addition, if the monthly rent payment and any other assessed fees are not paid by the fifth (5th) day of any month, Lessor, at Lessor's option, may immediately initiate legal proceedings to evict Lessee.

**3. OCCUPANCY** – The Premises shall be used only as a personal residence by the Lessee and shall be occupied only by the following persons:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Persons visiting Lessee may not reside at the Premises for more than fifteen (15) days in aggregate during any calendar year, unless written permission is first secured from Lessor. The Premises will not be used or allowed to be used for any unlawful purposes, nor for any purposes deemed hazardous by the Lessor or Lessor’s insurance company because of fire or other risk; and that Lessee will conform with and obey all laws, ordinances, rules, regulations, requirements and orders of all governmental agencies or subdivisions having jurisdiction over said Premises and the use and occupancy thereof. Only those persons indicated above may live in the demised Premises. Lessee must obtain Lessor’s prior written consent if there is to be any change in the above-named occupants of the Premises. Lessee shall not harbor any dog, cat or other animal in the premises, in the building or otherwise within the confines of the community without prior written consent of the Lessor. Visiting pets are not permitted.

**4. SECURITY DEPOSITS**: To secure the performance by Lessee of all terms of this Lease, Lessee has herewith deposited with Lessor or Agent the sum of \_\_\_\_\_\_\_\_\_\_, (the “Deposit”). The Deposit shall remain with the Lessor or Agent for the full and faithful performance by Lessee for each and every item of this Lease. Lessee shall be entitled to the return of the Deposit only after full compliance by the Lessee with the terms of this Lease, and after Lessor has had the opportunity to inspect the Premises following the expiration or earlier termination of this Lease and Lessor has determined that the Premises are in the condition required by Section 5. After the expiration or earlier termination of said tenancy and delivery of possession to Lessor by Lessee, Lessor shall have no obligation to apply the Deposit to any unpaid amounts due Lessor from Lessee, but Lessor may do so at its option and Lessor’s rights upon default by Lessee shall in no way be affected by the fact Lessor may be holding the Deposit. If Lessee has defaulted under the terms of this Lease, at Lessor’s option all or part of the Deposit may also be applied against the money due Lessor as well as against damages to the Premises, Lessor may transfer or assign Lessee’s Deposit to the new owner, and upon such transfer, all of the Lessor’s liability and that of Agent for such Deposit shall terminate.

**5. CONDITION OF PREMISES**: Lessee acknowledges that all said property is in good state of repair and clean condition except as noted on said Move-In Inspection form. By the execution of this Lease, the Lessee acknowledges that the Premises in its present condition at the date of execution of this Lease. Upon termination of this Lease, Lessee shall return the Premises, equipment, and fixtures in as good condition as when Lessee took possession, ordinary wear and tear accepted. If Lessee should fail to do so, Lessor may restore the Premises, equipment and fixtures and Lessee shall be responsible for paying the costs thereof promptly upon demand. Lessee shall keep the said Premises in a clean, slightly, and healthy condition, all at Lessee’s own expense. Lessee shall not make any alterations or additions to the Premises without written consent of Lessor.

**6. UTILITIES/SERVICES**: Lessee shall pay all charges and fees associated with the utility costs for **Electricity, Water, Sewer (whether metered or billed based on an acceptable allocation method), Trash Removal Services, Telephone, and Cable Services** furnished to the leased Premises during the term of this Lease. Lessee shall have the above services put in their name beginning on the first date occupancy. Any such bills for these services intermittently billed to Lessor during this tenancy will be charged back to Lessee and shall be due for reimbursement upon receipt of invoice from Lessor. If after the first billing period, any or all utilities have still not been transferred into Lessee’s name Lessor reserves the right to charge and administration fee of $25.00 to lessee and will notify Lessee that such service(s) will be terminated by Lessor immediately. Lessor shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage is the proximate result of the negligence or unlawful act of Lessor. Lessee expressly assumes the risk of loss or damage to Lessee's property in the leased premises, and shall pay for all such loss or damage caused by any freezing or other problems which result from Lessee's failure to provide proper heating or the termination of utilities due to non-payment of bills by Lessee.

**8. REPAIR AND MAINTENANCE**:

1. **MAJOR REPAIRS**: Lessor shall be responsible for all major repairs to the premises except such repairs needed which were caused by the acts or omissions of Lessee or Lessee's guests. Such repairs include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.
2. **MINOR REPAIRS:** Lessee agrees, at Lessee's sole expense, to keep and maintain the leased premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. All maintenance problems or damages must be brought to the attention of Lessor as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Lessee without the written consent of the Lessor shall be the responsibility of the Lessee. Lessee will be held liable for any damages caused by Lessee's negligence (such as tearing of linoleum during removal of washer/dryer), lack of upkeep (such as furnace damage caused by failure to clean or replace air filter), misuse, pets or any additional damage caused as the result of Lessee's failure to report maintenance problems to Lessor in a timely manner. Lessee will be responsible for damage caused by negligent overflows of water and for repair or replacement as required of damage caused by others (i.e. vandalism, break ins, etc.) which is not reported within 24 hours to police or insurance company and Lessor as appropriate. Lessee will reimburse Lessor for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon in writing.
3. **UPON MOVE OUT**: At the end of the term of this Agreement, Lessee agrees to return the leased premises to Lessor in as good a condition as it was at the beginning of the term with reasonable wear and tear expected. Lessor shall consider any move in inspection form or other form of written notification by Lessee upon move in when determining repair and/or maintenance charges to Lessee. Lessee shall leave an operating light bulb in each light socket upon vacating. If Lessee shall lease the premises in a condition contrary to the requirements of this agreement at the termination hereof, Lessee agrees to pay the costs of cleaning, repairing or replacing as necessary to correct such condition and agrees that the security deposit paid to Lessor may be applied to such purpose to the extent necessary. Lessee further agrees to be responsible for Lessor's loss of rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Lessor may also be applied toward the same.

**9. ALTERATIONS AND ADDITIONS**: Lessee agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, altering landscaping, installing wiring (cable, phone, electric, etc.), or satellite dish installation, advance written consent of Lessor/Agent will be obtained. The following activities require prior authorization from Lessor:

1. Installing above ground pool
2. Installing any other non-permanent fixture such as shed or storage container
3. Installation of satellite dish
4. Replacing or running new cable television wiring
5. Replacing or running new phone wiring
6. Replacing or installing new light fixtures, wall sconces, or ceiling fans

**10. ASSIGNMENT AND SUBLEASE**: Lessee shall not transfer, assign, or sublease this Lessee's interest in the leased premises.

**11. ENTRY AND INSPECTION**: Lessee agrees Lessor and Lessor's Agents shall have the right to enter leased premises during normal business hours, and without not less than 24 hours prior notice to Lessee for inspection or to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, and to exhibit the premises to prospective or actual purchasers, mortgagees, lessees, workmen, or contractors. Lessor may, however, enter leased premises without prior notification to Lessee in cases of emergency or when Lessee has abandoned or surrendered leased premises.

**13. SMOKING**: Lessee shall not smoke or permit any guests or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**14. INDEMNITY**: Lessee agrees to indemnify and hold Lessor harmless from and against all claims arising from any act, omission, or negligence of Lessee or Lessee's licensees, Lessors, servants, employees, or invitees occurring in or about the leased premises during the term of this Agreement, and from and against all costs, expenses, liabilities incurred in or in connection with any such claim or proceeding brought thereon including attorneys fees incurred in connection therewith.

**15. ABANDONMENT OF PROPERTY**: If personal property is left behind by Lessee after Lessee vacates the leased premises, then Lessor shall dispose of or donate such personal property in whichever manner Lessor chooses.

**16. INSURANCE**: Lessor shall keep in force throughout the term of this Agreement an insurance policy covering only the leased premises, and not the contents thereof, for loss due to fire and other casualty losses. Lessee may at Lessee's own expense, and Lessor recommends Lessee should, maintain insurance to protect against loss of or damage to Lessee's personal property located in or on the leased premises.

**17. NOTICES**:

1. All notices required under the terms of this Agreement shall be in writing, this includes electronic mail. Notices to Lessor shall be deemed given when personally delivered to Lessor, or Lessor's designated Agents, or by mail, or by electronic mail. All notices to Lessee may be served as provided by law, or at Lessor's option, may be given by depositing the same in the mail or via electronic mail or voice communication. Lessee and Lessor agree electronic mail and voice notices shall be deemed given immediately after sending said email or leaving said voice message. Lessee and Lessor agree mailed notices shall be deemed given 2 (Two) days following the date of the postmark on such envelope.
2. Should lessee vacate the premises without giving the required 30 days notice to Lessor:

i. Lessee shall be liable to Lessor for 30 days rent from the date notice is given of intent to vacate of from the date of actual termination, whichever occurs first. Lessor shall however, not hold Lessee liable for rent for any period during which the premises have been re-rented and Lessor is actually being paid by the new Lessee.

ii. Lessee shall be responsible for all damage resulting from theft and shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.

**18. DEFAULT AND REMEDIES** The following shall be considered defaults of this agreement by Lessee and the remedies of Lessor should said default occur:

1. **EVENT OF DEFAULT DEFINED**: Each of the following shall be deemed an Event of Default:

1) If Lessee shall default in payment of rent or any other sum due under this Agreement;

2) If Lessee, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Agreement and shall not cure or remedy such default with all reasonable dispatch within a period not exceeding 10 (Ten) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said 10 (Ten) day period and if Lessee shall not have diligently commenced curing such default within such 10 (Ten) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

3) Abandonment of the leased premises;

4) If Lessee's interest or any part of Lessee's interest, in this transferred either voluntarily or by operation of law;

5) The filing of execution or occurrence of:

a. A petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of Lessee's property, except a receiver appointed at the instance or request of Lessor

b. A petition or other proceeding by or against Lessee for Lessee's dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution of liquidation; or if such intention is given to Lessee;

c. The taking, other than the right to re enter hereinafter given to Lessor, by any person of the leasehold created hereby or any part thereof upon execution, attachment, or other process of law or equity.

1. **LESSOR'S REMEDIES**: Upon occurrence of an Event of Default, Lessor may, at Lessor's option, without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

i. Re enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and with or without re entry, declare this Agreement at an end, in which event Lessee shall immediately pay Lessor a sum of money equal to the amount, if any, by this agreement for the balance of the lease term exceeds the then reasonable rental value of the leased premises for the balance of the term of this Agreement.

ii. Re-enter the leased premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, and without terminating this Agreement, re-rent the leased premises or any part of the leased premises, as the Lessor and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-renting shall be applied first to the expense of such re-renting and collection, including necessary renovation and alteration of the leased premises, reasonable attorney's fees, and thereafter to payment of all sums due or to become due Lessor under this Agreement, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay to Lessor any deficiency and Lessor may bring an action thereafter to collect same.

iii. Collect, by action or otherwise, each installment of rent or other sum as the same becomes due and payable, and enforce, by action or otherwise, any other term or covenant of this Agreement.

iv. After terminating or without terminating this Agreement, re enter the premises, take possession thereof, eject all persons therefrom, using all necessary force to do so, make any alterations or changes to the leased premises, and remove any and all property whatsoever found there. Lessee waives all claims f o r damages that may be caused by Lessor's re entering and taking possession of the leased premises or removing and storing furniture and property as herein provided, and shall save Lessor harmless from loss, costs or damages occasioned Lessor thereby.

v. If Lessee breaches this Agreement and abandons the leased premises before the end of the term, or if Lessee's right to possession is terminated by Lessor because of a breach of this Agreement, then in either such case, Lessor may recover from Lessee all damages suffered by Lessor as the result of Lessee's failure to perform Lessee's obligation hereunder, including, but not restricted to the worth at the time of the award of the amount by which the rent then unpaid hereunder for the balance of the term o f this Agreement exceeds the amount of such rental loss for the same period which the Lessee proves could be reasonably avoided by Lessor, and in either such case, Lessor, prior to the award, may relet the leased premises for the purpose of mitigating damages suffered by Lessor because of Lessee's failure to perform Lessee's obligations hereunder; provided, however, even though Lessee has abandoned the leased premises following such a breach, this Agreement shall nevertheless continue in full force and effect for as long as Lessor does not terminate Lessee's right of possession, and until such termination, Lessor may enforce all his rights and remedies under this Agreement, including the right to recover the rent from Lessee as it becomes due hereunder.

vi. Any such re entry or taking of possession of the leased premises or property thereon shall be allowed by Lessee without let or hindrance, and Lessor shall not be liable in damages for any such re entry, a n d such re entry or taking of possession shall not be construed as an election on Lessor's part to terminate this Agreement unless a written notice of such intention is given.

vii. All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative.

1. **RIGHT TO CURE DEFAULTS OF LESSEE**: In the event of Lessee's breach or default of any covenant in this Agreement, Lessor may at any time, cure such breach or default for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce Lessor's rights under this Agreement or otherwise, the sum or sums so paid by Lessor, with all interest, costs, and damages, shall be deemed to be additional rent under this Agreement and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expense.
2. **WAIVER**: A waiver of any breach or default shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

**19. GOVERNING LAW**: This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of Virginia.

**20. ATTORNEY'S FEES**: If either party has to retain legal counsel to enforce any of the rights and obligations created under this Agreement, the prevailing party shall be entitled to recover form the non¬prevailing party the prevailing party's reasonable attorney's fees and costs regardless of whether litigation is actually instituted.

**21. SALE OF PREMISES**: In the event of the sale, voluntary or involuntary, transfer, or assignment of Lessor's interest in the leased premises during the term of this Agreement, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Agreement in favor of Lessee, and in such event, Lessee agrees to look solely to the responsibility of Lessor's successor in interest, and recognizes such successor in interest as Lessor under this Agreement. Lessee shall not act in any manner to intentionally hinder the sale and shall cooperate with Lessor and/or Lessor’s representatives to the full extent of the law.

**22. FAIR HOUSING**: Owner and Lessee understand that the State and Federal Housing Laws prohibit discrimination in the leasing of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

**23. ADDITIONAL CONDITIONS OF LEASE:**

1. **Motor and Other Vehicles**: Motor vehicles such as cars, trucks, and boats may not be parked anywhere other than in the driveway, or in legal parking spaces on the street. Vehicles of Lessee or guests may not have major service done on the premises or on the street adjacent to the premises; “major” means any repair or maintenance that cannot be completed in less than a day or that involves the removal of components of the vehicle. For example, changing oil, an air filter, or fuel filter is acceptable, while rebuilding the transmission or reupholstering the seats is not. In no case, should nonoperational vehicles (such as cars, boats, trucks, and motorcycles) be stored/parked on the property. Vehicles are not to be parked on the lawn of the premises at any time. All motor vehicles must be properly licensed and have appropriate insurance.
2. **Use of Garbage Containers**: Lessee agrees to bide by local rules on garbage disposal. Any fines or levies by the trash-removal company for not following the local rules on use of these bins are the sole responsibility of the Lessee.
3. **Basic Maintenance**: Lessee is responsible for basic household maintenance, such as:
4. Replacing light bulbs and smoke-detector batteries (lessor will reimburse battery costs if a receipt is provided)
5. Cleaning the house regularly
6. Removing debris from drainage holes and access areas
7. Ensuring public areas such as walkways are unobstructed and safe
8. Fixing plugged-up drains, toilets, and garbage disposals (if normal remedies do not work in such cases, the Lessee should then call the Lessor)
9. Eliminating ants, rodents, and other pests using common methods such as ant traps and rat poison (if normal remedies do not work in such cases, the Lessee should then call the Lessor)
10. Removing lint from the dryer’s lint trap periodically, if dryer is supplied by the Lessor
11. Cleaning the ovens, stove, and refrigerator periodically
12. **Outside Maintenance**: Lessee shall be responsible for the routine care and maintenance of the yard and outside areas as follows:
13. Mowing and trimming lawn
14. Watering lawn, shrubs, and trees
15. Removing weeds
16. Raking leaves
17. Keeping guttering clear of leaves and debris
18. Removing snow and ice from sidewalks, driveways, and parking areas

If the Lessee allows the lawn to become overgrown and unsightly the Lessor may choose to have the lawn mowed. If the Lessor does this, an additional $125 will be added to the Lessee’s rent payment for each time the owner arranges this service. The lawn will be considered “overgrown and unsightly” when the grass reaches a height of 5 inches.

**24. ENTIRE AGREEMENT**: All negotiations, considerations, representations, and understandings between the parties are incorporated in this Agreement. No modification of this Agreement shall be finding unless such modification shall be in writing and signed by the parties.

IN WITNESS THEREOF, the parties have read, understood and do hereby, execute this Agreement on the date written above.

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Lessee Lessor

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Date Date