

LEASE

This Lease has been entered into as of _____ between

Fox Creek Properties
("Landlord")
DETROIT, MI 48215
(313) 331-6180

and

Jointly and Individually ("Tenants")

DETROIT, MI 48215

In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. **Leased Premises** - Landlord leases to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions herein contained, those Premises situated in the:

City of Detroit, Wayne County, Michigan, commonly known as
XXXXX _____ (the "Premises").

2. **Term** - The term of this Lease shall commence on _____, and shall continue until midnight on _____. Tenant's tenancy shall be from month to month if tenant continues in possession after the end of this lease and if the continuation of possession is with Landlords prior written consent. The rent for Tenant's month to month tenancy will be such amounts as Landlord may lawfully establish, and Tenant shall be subject to all provisions of this Lease which may be applicable and consistent with month to month to tenancy.
3. **Rent** - Throughout the term of this Lease, Tenant covenants and agrees to pay Landlord as rent the sum of **XXXX THOUSAND XXX HUNDRED DOLLARS (\$X,X00.00)** per year, in equal monthly installments. As rent, Tenant shall pay Landlord, such that the payment shall arrive in advance, on or before the first day of each calendar month during the term, the sum of **XXX HUNDRED XXXXX DOLLARS (\$XXX.00)**. Payment shall be made payable to the Landlord, or his authorized agent, at Dept. #77864, Fox Creek Properties, LLC, P. O. Box 77000, Detroit, MI 48277-0864, or at such other place as Landlord may from time to time designate.
4. **Administrative Fees** - In the event the Tenant fails to make a monthly installment of rent within four (4) days of the due date, Landlord is authorized to charge the Tenant an administrative handling fee of Fifty and 00/100 Dollars (\$50.00) for each default in addition to any rent or other late charges due pursuant to this Lease, provided, however, that acceptance of a late rental payment and an administrative handling fee shall not be construed as a waiver of any of the covenants assumed herein, and Landlord's rights and remedies pertaining to Tenant's breach of any and all covenants stated herein shall remain in full force and effect.

In the event Tenant loses keys or if for any reason is locked out of the Premises, the Landlord is authorized to charge the Tenant a Fifty and 00/100 Dollars (\$50.00) Lock-Out Fee, due and payable at the time of service.

5. **Adjustments** - As authorized by the Truth in Renting Act (MCL 554.631 to 554.641), Landlord shall have the right to make the following adjustments in this Lease upon written notice to Tenant of not less than thirty (30) days
- a. Changes required by Federal, State or Local law, rule or regulation
 - b. Changes in rules relating to the Property which are required to protected the physical health, safety or peaceful enjoyment of tenants and guests.

6. **Utilities** - Tenant shall be responsible for and pay all utility bills in respect of the Premises during the term including _____ electric, _____ gas, _____ water and sewer bills. Prior to delivery of keys and occupancy, the Landlord has the right to verify that all appropriate utilities have been transferred into the Tenants name.
7. **Use of the Premises** - The Premises shall be used only as a single-family residence and for no other purpose. No more than _____ (x) adults and _____ (x) children shall reside in the Premises.
8. **Pets** - No pets of any kind shall be kept or brought on the Premises without prior written approval by Landlord. Tenant _____ does _____ does not have one (1) pet(s). If Landlord approves, there will be an additional charge of Fifty Dollars and 00/100 Dollars (\$50.00) per pet per month.
9. **House Rules** - Tenant agrees to abide by all house rules concerning the Premises, whether promulgated before or after the execution of this Lease. By way of example, but not limitation, House Rules may be passed relating to noise, odors, decorating, disposal of refuse, parking, use of garage, street and alley, and maintenance of grounds and alley. Any House Rules shall be conveyed to Tenant by Landlord in writing. Tenant hereby acknowledges receipt of the house rules attached to this lease as Exhibit A. Tenant shall complete and provide to the Landlord the Tenant Information Sheet, attached as Exhibit B and shall advise the Landlord in writing of any changes thereto.
10. **Assignment and Subletting** - Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.
11. **Condition of Premises; Alteration; Maintenance; Repairs**
 - (a) By executing this lease, Tenant accepts the Premises in their existing condition and acknowledges that the Premises are in good order and repair, except as Tenant may indicate on the Commencement Inventory Check List, duplicate copies of which are supplied by Landlord and shall be completed prior to occupancy as required by law and will be attached hereto as Exhibit C.
 - (b) Tenant shall maintain the Premises in a clean and sanitary condition and shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear excepted. Tenant shall not alter, add, change or improve, paint, paper, or otherwise redecorate the Premises, or make any alterations to the Premises whatsoever, without the prior written consent of Landlord. Tenant shall commit no waste on the Premises. Tenant agrees, upon vacating the Premises, to remove, at the option of the Landlord and at the Tenant's expense, any fixtures, signs, fences, etc. and any alterations, additions, redecorating or improvements necessary to restore the Premises to original condition, prior to occupancy.
 - (c) Tenant agrees to be responsible for any damage caused to the Premises by him or by his family members, guests or invitees, and further agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Landlord, at his option, may, upon discovery of damage to the Premises, make such repairs as are necessary to restore the Premises to their original condition, and Tenant shall reimburse the Landlord for the total cost of any such repairs for which he is responsible hereunder.
12. **Inspection** - The Landlord shall retain a pass key to the Premises. No Tenant shall alter any lock or install a new lock or knocker on any door of the Premises. Landlord, or his agent, shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purpose of inspecting the Premises, showing the Premises to prospective residents or purchasers, or for the purpose of making necessary repairs. In the event of an emergency, Landlord shall be permitted to enter the Premises

without notice for any purpose reasonably connected with the emergency.

13. **Indemnification**

- (a) Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, his family members, guests or invitees, or to any personal property whatsoever that may be on the Premises except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused.
- (b) All personal property belonging to the Tenant or any other person, located in or about the Premises, or the building in which the Premises are located shall be there at the sole risk of the Tenant or such other person, and neither the Landlord nor the Landlord's agents shall be liable for the theft or misappropriation thereof, nor any damage or injury thereto. The Landlord strongly recommends the Tenant secure Renter's Insurance of adequate coverage limits to protect their personal property and their potential personal liability.

14. **Possession** - Tenant shall have possession of the Premises on the date of the commencement of the term; provided, however, that if Landlord is unable to deliver possession of the Premises on that date, Landlord shall not be liable for any damages caused thereby, nor shall this Agreement be void or voidable, but rent shall abate until possession is delivered. If possession is not delivered within ten (10) days of the commencement of the term of this Lease, either Landlord or Tenant may, by written notice, terminate this agreement.

15. **Default**

- (a) Tenants failure to pay rent when due, or to perform any of their obligations hereunder, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of five consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the term of this Lease and demand immediate payment thereof. Tenant may not be liable for the total accelerated amount of rent due hereunder because of Landlord's obligation to minimize damages through attempted re-renting of the Premises.
- (b) In the event of a default, it is understood that either party to this agreement has the right to have a court determine the actual amount due and owing the other.
- (c) In the event of a default, Tenant shall be responsible for all court, legal, eviction and attorney's fees incurred.

16. **Waiver** - Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

17. **Notices** - Any notice which wither party may, or is required, to give hereunder may be served personally or sent by first-class mail, postage prepaid, as follows:

- (a) to Tenants: at the Premises; and
- (b) to Landlord or its Agent: Gregory Sawyer, Fox Creek Properties, P. O. Box 15240, Detroit, MI 48215

or at such other places as may be designated in writing by the parties from time to time.

18. **Security Deposit** - Prior to occupancy, Tenant shall deposit with Landlord, the sum of – **XXXX HUNDRED XXXX DOLLARS (\$XXXX.00)**, which shall be held by Landlord as a Security Deposit for the faithful performance by Tenant of his obligations hereunder. This security deposit shall be returned to Tenant upon termination of this Lease and surrender by Tenant of the Premises, subject, but not limited, to the following conditions:

- (a) There shall be no damage to the leased Premises beyond ordinary wear and tear;
- (b) The Premises, including all appurtenances, fixtures and appliances, shall be clean, and the refrigerator shall be defrosted;
- (c) All rent due and payable under the terms of this Lease shall be paid to Landlord;
- (d) All key shall have been returned to Landlord;
- (e) All debris and rubbish and discards shall have been placed in proper rubbish containers;
- (f) All Administrative Fees, Lock-Out Fees and service charges for bad checks or any other appropriate fees, if any, shall have been paid; and
- (g) Tenant shall have left a forwarding address with Landlord. Michigan law provides that:

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.

The security deposit, less any deductions, with an itemized list of damages, shall be returned to Tenant within thirty (30) days of any termination of this Lease. IT IS SPECIFICALLY UNDERSTOOD THAT THE AFORESAID SECURITY DEPOSIT SHALL NOT BE CONSIDERED PREPAID RENTAL AND SHALL NOT BE APPLIED BY TENANT ON THE LAST MONTH'S RENT.

19. **Severability** - In the event that any part of this Agreement shall be held invalid, the remainder thereof shall remain in full force and effect.

20. **Fire or Destruction** - If the Premises, or any substantial part thereof, shall be destroyed by fire or other casualty so as to render them untenable, either Landlord or Tenant shall have the right to terminate this lease upon written notice.

21. **Notice of Intention to Vacate or Renew** - At least thirty (30) days before the end of this Lease, Tenant shall notify Landlord in writing that the Premises will be vacated at the end of this Lease or that a continuation of possession is desired on a month to month tenancy or for another one (1) year term at the rent set by Landlord in the manner permitted by law and subject to all provisions of this Lease which may be applicable and consistent with month to month tenancy. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to enter into a new Lease or to agree to continuation on a month to month tenancy. If notice is not given, Tenant shall be liable for additional monthly installments of rent at the same rate as for the last month of the term, subject to Landlord's obligation to mitigate damages.

22. **Premature Termination** - If Tenant vacates the Premises prior to expiration of this Lease, Tenant's

liability to pay rent shall continue until the Premises are re-rented. Landlord has the obligation to reasonable mitigate damages in the event of premature termination of this Lease. Tenant shall also pay Landlord all lawful expenses and damages resulting therefrom, including any costs incurred in re-renting the Premises.

23. **Entire Agreement** - The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE 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 WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD

TENANTS, Jointly and Individually

Gregory J. Sawyer
As: Member/Manager
For: Fox Creek Properties, LLC

Applicant

Co-Applicant

EXHIBIT A - HOUSE RULES

Fox Creek Properties, Detroit, Michigan

Tenant - Occupant shall be limited to Tenants and their children as listed on the Tenant Information Sheet, Exhibit B.

Parking - Parking is provided at the street or as noted on the Commencement Inventory Check List, Exhibit C. Parking is restricted to light vehicles. The parking or storage for more than twenty-four (24) hours of automobiles not used on a regular basis, campers, boats, trailers, snowmobiles, personal water craft, personal recreational vehicles, trucks, commercial vehicles, recreational vehicles and motorcycles on the Premises is strictly prohibited. Permitted automobiles and other vehicles will be driven only on the roadways and parked only in proper parking areas; no washing of vehicles will be done at any time. The parking areas and lots are to be used by Tenants. No non-resident friend, relative or employee of Tenant shall be permitted to park their car in assigned parking areas, lots or driveways. No inoperable vehicles or those without current license tags shall be stored or kept on the street or on or near any part of the Premises. Inoperable vehicles or those without current license tags may be towed at the Landlord's sole discretion and at the Tenant's expense.

Car Repairs - Any maintenance or repairs to Tenant-owned, family-owned or guest-owned vehicles performed by the Tenant or their guests and family shall not occur regularly as defined by the sole discretion of the Landlord and shall be completed within one (1) day. Vehicles undergoing repairs left on the street, in the driveway or in the alley for more than one (1) day is strictly prohibited and may be towed at the Landlord's sole discretion and at the Tenant's expense. All grease and oils, materials, parts, tools, etc. will be captured by those conducting repairs. No grease and oils, materials, parts, tools, etc. associated with the repairs shall be spilled, dumped or left on the parking lot, driveway, grounds, lawn or street.

Moving Vehicles - Vehicles used for move-in or move-out or for the moving of items into or out of the Premises shall not be permitted to drive on lawns or sidewalks. Damages caused by driving on lawns or sidewalks shall be paid by Tenant.

Activity and Use of Premises - Sleeping in basements and attics is strictly prohibited. Access to the roof is prohibited. Barbecuing shall be done in a reasonable, safe and sensible manner (i.e. no less than 10' away from buildings or vegetation), such that it is not done under roofs, balconies or awnings, on any porch, nor in the way of traffic, etc. When not in use, barbecue equipment shall not be left on the grounds, porches, hallways or other common areas of the Premises.

The sidewalks, entrances, passages, courts, vestibules, courts, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises. All of Tenant's boots, throw rugs, umbrellas, mops, brooms and other personal property shall be kept within the Premises at all times. No commercial signs, advertisement, notice or other letter shall be exhibited, inscribed, painted or affixed by Tenant on the outside or inside of the building without the prior written consent of the Landlord. No awnings or other projections shall be attached to or protrude beyond the outside walls of the building and no blinds, shades, drapes, curtains or screens shall be attached to or hung in or used in connection with any window or door of the Premises. This restriction includes the use of plastics. No radio or television aerials or wires shall be erected in or about the Premises without the prior written consent of the Landlord. Any new cable installation or relocation MUST be approved by the Landlord in writing and in advance.

Children shall not play in any areas other than those specifically provided for that purpose. Playing in halls, entrances, stairways, basements, attics or parking areas and driveways of the building is EXPRESSLY PROHIBITED.

Care of Property - All furniture, packages, boxes and like personal property shall be taken into or removed from the Premises with great care. All damages to the building caused by moving in or out or carrying articles therein, shall be paid by the Tenant.

Tenant shall not allow anything to fall from windows or doors of the Premises, nor shall Tenant sweep or throw any dirt or other substance into any corridor, halls, stairwells, light shafts, ventilators or elsewhere in or about the building. Window sills shall be kept free from all personal property, including soaps, decorations, candles, plants, etc. No air conditioning Premises shall be installed without prior written permission from the Landlord.

Pouring of grease and animal fats or meats into the sinks and toilets is forbidden. All grease and food wastes shall be disposed of with garbage in proper receptacles of plastic. Toilets and other equipment shall be used only for the purposes for which they are constructed. Q-tips, cigarettes, feminine napkins, paper towels and food waste shall not be disposed of in sinks, drains or toilets. Abusive treatment will result in repair charges to the Tenant. The trees, grass, flowers and shrubs are a vital part of the Premises and Tenant shall be liable for mutilation of defacing thereof. Gardening is encouraged and allowed with the prior written approval of the Landlord.

Quiet Enjoyment - Tenant is entitled to the quiet enjoyment of the Premises and will respect and protect the quiet enjoyment of other tenants and neighbors. Nothing shall be done in or about the building which will interfere with the rights, comforts or conveniences of other tenants and neighbors. No musical instruments, radios, television or stereo shall be operated in a manner that is disturbing or annoying to other tenants or neighbors, nor shall any disturbing noises be made at any time.

Pets - No animals shall be kept in or about the Premises without the prior written consent of the Landlord.

Garbage - Landlord will provide one (1) City of Detroit "Courville" garbage container per unit and clearly marked for that unit for Tenant's use. Newspapers, cans and other refuse must be placed in Tenant's container and the container lid must be kept tightly closed at all times. All Tenant refuse must be placed in plastic bags prior to placing in the containers and they must be tied closed. Tenant agrees to place garbage container at the front curb of the Premises weekly on Wednesday evenings, or other such days as may change from time-to-time, to permit trash pick-up by the City of Detroit and removal by dusk Thursday evening or after the trash is picked up by the City. Bulk pick-up services are provided by the City of Detroit on the fourth (4th) Tuesday of every month. In accordance with City Ordinance, no bulk materials shall be allowed on the curb before the Sunday prior to pick-up.

Storage - The storage of kerosene, gasoline, or other flammable, illegal, explosive or toxic agents or chemicals in, on or about the Premises is strictly prohibited. No personal property shall be placed or stored on the front lawns or porches, in the attic or basement. If Landlord is required to remove such items, it will be at the Tenant's expense.

Appliances and Furniture - Landlord shall provide kitchen appliances (stove and refrigerator) and Tenant shall clean and maintain them and protect them from abuse. No portable or supplemental heating elements, appliances or units powered by kerosene, propane or electricity are allowed. No liquid filled furniture is allowed.

Notification of Repairs - Tenant acknowledges that the property is a private residence and that the Landlord will not be aware of the need for repairs by inference and therefore, will notify the Landlord immediately of need for repairs.

Illegal Activity - The use and sale of illegal substances and/or any illegal activity is strictly forbidden and may result in termination of Tenancy. All violations will be prosecuted to the fullest extent of the law.

Changes in Rules - Landlord reserves the right to change or amend the House Rules within thirty (30) days written notice when such changes are required to protect the health, safety and quiet and peaceful enjoyment of any Tenant.

I declare that I have read and understand the above House Rules and agree to comply.

Signed (Applicant): _____ Signed (Co-Applicant): _____

Date: _____ Date: _____

EXHIBIT B - TENANT INFORMATION SHEET

Fox Creek Properties, Detroit, Michigan

(to be completed by Landlord for Tenant's Rental Application)

Name – Tenant: _____
Date of Birth: _____
SSN: _____
Driver's License: _____
Home Phone: _____
Pager/Other Phone: _____
Children: _____

Name – Co-Applicant: _____
Date of Birth: _____
SSN: _____
Driver's License: _____
Home Phone: _____
Pager/Other Phone: _____
Children: _____

Employer: _____
Address: _____

Phone: _____
Supervisor: _____

Employer: _____
Address: _____

Phone: _____
Supervisor: _____

Savings Account #: _____
Bank: _____
Branch: _____

Savings Account #: _____
Bank: _____
Branch: _____

Checking Account #: _____
Bank: _____
Branch: _____

Checking Account #: _____
Bank: _____
Branch: _____

Vehicle (s):
Year/Make/Model/Tag#: _____

Year/Make/Model/Tag#: _____

Pets: _____

Pets: _____

Contact in Case of Emergency:

Name: _____
Address: _____

Home Phone: _____
Work Phone: _____
Pager/Other Phone: _____
Relationship: _____

Name: _____
Address: _____

Home Phone: _____
Work Phone: _____
Pager/Other Phone: _____
Relationship: _____

I declare that the statements above are true and correct and will advise the Landlord of any changes herein.

Signed - Applicant: _____

Signed - Co-Applicant: _____

Date: _____

Date: _____

EXHIBIT C - COMMENCEMENT INVENTORY CHECK LIST

Fox Creek Properties, Detroit, Michigan

(To be attached when completed prior to Occupancy.)

Date: _____ By: Tenant: _____

Landlord/Representative: _____

Opener: _____ Keys: _____ Parking: _____

Exterior:

Living Room:

Walls - North South East West

Floor Ceiling Switches/Fixtures

Doors Windows Other

Kitchen:

Walls - North South East West

Floor Ceiling Switches/Fixtures

Doors Windows Other

Cabinets Counter Sink/Faucet/Disposal

Appliances - Refrigerator Stove

Initials: _____/_____

Bedroom _____

Walls - North

South

East

West

Floor

Ceiling

Switches/Fixtures

Doors

Windows

Other

Hallway

Walls - North

South

East

West

Floor

Ceiling

Switches/Fixtures

Doors

Windows

Other

Bathroom

Walls - North

South

East

West

Floor

Ceiling

Switches/Fixtures

Doors

Windows

Sink/Toilet/Tub/Faucets

Front Stairs

Rear Stairs

Basement

Attic

Other

Initials: _____/_____