

inconvenience there shall be a proportionate reduction of rent allowed. The Landlord shall have no further liability save the proportional reduction or rent even if repairs are delayed for any reason.

If the damages to the premises substantially destroys the premises, the Landlord shall have the option to rebuild or repair the premises or to declare in writing this Lease null and void whereupon all responsibilities between the Landlord and the Tenant for the remaining term of this Lease shall cease.

Severability and Waiver

21. Invalidation of any of the provisions by this Lease by statute, court order, or judgment shall not affect any of the other provisions herein contained. Any provision of this Lease invalidated by any decision of the Supreme Court of Michigan or the United States published not less than 90 days prior to the execution of this Lease shall be null and void and this Lease shall be read as if such provisions were excluded. Waivers of any covenant, condition, obligation, rule or regulation by the Landlord is not a waiver or further breach of the same.

Construction of Term

22. This Lease, the Inventory Check List and any other documents appended to this Lease, contains each and every one of the agreements under this Lease. Any modifications must be entered in writing on all copies of the Lease or addendum. The absence of any such entry shall be construed as a conclusive presumption that no such modification was agreed to, and the absence of any such modification from any copy shall exempt any party whose copy has not been so modified from any responsibility indicated by such modification.

It is hereby stipulated that the use of the singular or plural shall be construed as applying to the party referred to whether singular or plural and the use of masculine, feminine or neutral terms of gender shall be construed as applying to the party referred to regardless of gender.

The agreements contained in this Lease shall be binding upon and inure to the respective parties, their successors, heirs, executors, administrators and assigns, and may be exercised by either party or any attorney or agent of the party.

If paragraph 1 above indicates that the premises are leased by a Landlord acting through an agent or property manager, then the Tenant shall contact the Landlord for any reason (notices, payment, complaints) first through the agent or property manager until otherwise advised by the Landlord, the agent, or property manager.

This Lease is to be construed according to the laws of the State of Michigan, and shall not be construed as violating in fact or intent, the provisions of 1978 PA 454 (MCL 554.631, et. seq.); 1968 PA 295 (MCL 554.139); 1972 PA 348 (MCL 554.601, et. seq.); 1976 PA 453 (MCL 37.2101, et. seq.); 1976 PA 220 (MCL 37.1101); 1961 PA 236 (MCL 600.2918, 600.5701, et. seq.); or 1976 PA 331 (MCL 445.901, et. seq.).

Nothing contained in this Lease shall be construed as releasing either party from a duty to minimize or mitigate any damages to the other party.

Phone number: _____

eMail: _____

Emergency Contact: _____

23. Other Restrictions

(THESE ITEMS ARE PROHIBITED UNDER THE LEASE unless crossed out and initialed by the Landlord and Tenant).

- No Pets _____
- No additional occupants _____
- No Kerosene heaters _____
- No painting or redecorating _____
- No Air Conditioners _____
- No satellite dish attachments _____
- No Waterbeds _____

Lead Warning Statement

24. Housing built before 1978 May contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 house, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

Lessor's Disclosure (initial)

____(a) Presence of lead-based paint or lead-based paint hazards (check one below)

____ Known lead-based paint and/or lead-based paint hazards are present in the housing.

Explain: _____

____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

____(b) Records and reports available to the lessor (check one below):

____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint/hazards in the housing (list documents):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

____(c) Lessee has received copies of all information listed above.

____(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Agent's Acknowledgment (initial)

____(f) Agent has informed the lessor of the lessor's obligations of Lead Disclosure under 42 USC4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

25. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

26. Additional Clauses: _____

See attached addendum _____

27. Every tenant is jointly and separately responsible for the rent payments under the terms of this agreement.

28. In witness whereof the parties set their hands the day and year first above written.

Landlord / Landlord's Agent

Tenant / Tenant