

APS PROPERTIES
1904 LONGYEAR AVE. SUITE 12
MARQUETTE, MI 49855
(906) 249-2222
WWW.ASPROPERTIES.COM
RESIDENTIAL LEASE

1. This lease made this _____ between APS PROPERTIES hereafter referred to as the
(date)
"Landlord" and to the following only:

(List ALL people living in apartment)
hereafter referred to as "Tenants(s)". If Landlord is made aware that additional people are living in apartment without written permission, said Tenants at Landlord's option will be evicted. Tenant further will be liable for rent on apartment until said apartment is rented.

The Landlord in consideration of the rents and agreements specified herein, hereby leases to Tenant the following described premises in the City of Marquette, Michigan hereafter referred to as the "premises":

(address) Apt.# _____, from and after the

(date), for the term ending on the _____
(date)

Tenant does hereby make use of the above described property, for residential purposes only, for the terms mentioned, and does promise and agree to pay the Landlord for the rent for the said term the sum of _____ dollars, payable as _____ dollars per month, each month in advance on the **first** day of each month.

2. SECURITY AND CLEANING DEPOSITS:

Tenant shall pay a security deposit equivalent to the monthly rent and a cleaning deposit of \$100.00 for each person on the Lease, upon execution of this agreement. Therefore, the security deposit is _____ dollars and the cleaning deposit is _____ dollars which will be deposited at **Wells Fargo Bank, 101 W. Washington St., Marquette, MI 49855** or such other institution as Landlord may designate.

When a Tenant vacates the said premises the Landlord shall have carpeting in said unit cleaned, and this amount will be deducted from the cleaning deposit. If premises are not cleaned when inspected by the Landlord, the cleaning deposit as required, will be used to clean apartment at a rate of \$25.00 per hour. Cleaning deposit is not intended to cover losses attributable to lost rent, unpaid utilities, or damage to premises. Damage to the premises will be billed at a rate of \$50.00 per hour minimum or the hourly rate of a subcontractor plus materials.

Security deposit remains the property of Tenant and may not be used by Landlord except for reimbursement for actual damages to the premises that are the result of conduct not reasonably expected in the normal cause of habitation of the premises, or for unpaid rent or utilities as provided in Public Act 348 of 1972.

Upon Termination of lease:

"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 BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE"

- Landlord shall send Tenant a list of damages, the cost of repair of each item, and a check to cover the balance within 30 days after Tenant has moved out. If this is not done, Landlord automatically agrees that Tenant is entitled to his/her full deposit.
- Tenant must notify Landlord within seven (7) days whether he/she agrees with the damages listed or not. FAILURE TO RESPOND CONSTITUTES AGREEMENT BY TENANT TO THE DAMAGES LIST.

3. UTILITIES:

Tenant shall be responsible for their own phone and cable utilities. Landlord is responsible for heat, water/sewer, hot water, and garbage. Electricity is also the responsibility of the Landlord in the Hargrave and Glenwood apartments. For all other locations, electricity is the responsibility of the Tenant. Any exceptions to utilities responsibilities are as follows: _____ . No items which contribute to abnormal usage of Landlord paid electricity such as air conditioners, etc., may be used without written permission from the Landlord. **Apartment space heaters are expressly prohibited in all apartments.**

4. RENT PAYMENT AND ASSOCIATED FEES:

- Each individual tenant must make their own personal payment.
- **Rent is due the first day of each month.**
- Whenever rent is not received in the accounts receivable office during the first five days of a month, a late fee of \$5.00 per day per person will be assessed dating back to the first day of the month until rent payment is received in full. Be sure to remember that there may be a five day mail delay which could result in a late rent payment.
- A charge of \$25.00 will be assessed for any payment or check returned by the bank for any reason and Tenant will be charged a late rent fee until payment/check is made good.

- **Tenants are encouraged to make ALL payments electronically through the secure website
www.apsproperties.com**

These electronic payments may be either an e-check or credit card.

- There is a \$10.00 processing/handling fee for all tenants choosing to write a paper check or credit card payments not transmitted through the APS website. Paper checks must be mailed to:
APS Properties, 1904 Longyear Ave. Suite 12, Marquette, MI 49855

5. EVICTION DUE TO LATE PAYMENT:

An eviction notice will be served if the rent becomes more than 7 days overdue. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of any rights of Landlord by law or under this Lease, nor affect any notice or legal proceeding in an unlawful detainer therefore given or commenced.

6. JOINTLY AND SEVERALLY LIABLE TO TERMS OF LEASE:

Should more than one person execute this Lease as Tenant, all such persons shall be JOINTLY AND SEVERALLY LIABLE for all the terms, conditions, covenants, and provisions contained herein. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** Any act of signature of one or more of the persons executing this Lease as Tenant, and any notice or refund given to or served on one of the persons executing this Lease as Tenant shall be fully binding on all such persons. The Tenant is responsible for the entire term of the contract. **The Tenant will not sublet or transfer this Lease or any part therein, without written permission of the Landlord.** Security deposit will not be returned until original Lease expires.

7. INVENTORY CHECKLIST:

Tenant acknowledges receipt of a "Commencement Inventory Checklist". **Tenant must complete the checklist and return a copy to the Landlord, keeping a copy for self, within 7 days after Tenant takes possession of the premises.** Except for those items specifically noted by the Tenant on the "Commencement Inventory Checklist", the Tenant accepts the premises and all the contents as in good condition. It is assumed that no deficiencies exist when specific items are not indicated on the checklist.

8. OBLIGATIONS: TENANT & LANDLORD:

Tenant shall maintain the interior of his/her premises in a clean, sanitary manner and will keep sidewalks, parking lots, halls, steps entry, and all other common areas free of personal belongings and trash.

The Tenant is to use said premises as living quarters for the residence of the Tenant, not to use or occupy the premises or any part of them for any unlawful or immoral purposes, or in violation of any local, state, or federal law of whatever nature.

Landlord shall, at Landlord's own expense, put said premises in a condition fit for occupancy as a residence by human beings, maintain the premises in said condition for the term of this Lease, and repair any damage or other conditions rendering the premises untenantable under the laws or regulations of any governmental unit or agency having jurisdiction thereof, except for the damage or injuries to the premises occasioned by Tenant's failure to exercise ordinary care in the occupation thereof, or upon destruction or severe damage to the premises.

Tenant shall promptly notify Landlord, in writing, of any damage or condition rendering the premises untenantable, and Landlord shall not be charged with knowledge of such condition, for purposes of Landlord's duty to repair the same, prior to receipt of such written notice.

Tenant shall promptly reimburse Landlord for the cost of any repairs to the premises caused by the Tenant's negligence, misuse, or abuse of the same, or by the negligence, misuse, or abuse of Tenant's guests, licensees, or invitees.

9. ACCESS TO LANDLORD:

Landlord, or employees of Landlord, may enter the premises at any reasonable time for repairs, maintenance, or inspection of the premises, or to show the premises to prospective tenants or purchasers. Every effort will be made to notify the Tenant beforehand. Landlord, or any duly authorized agent of Landlord, may enter without prior notice in an emergency or in the event of surrender and abandonment by the Tenant of the premises.

10. ALTERING PREMISES:

Tenant shall make no alteration or improvements to the premises without first obtaining the express prior written consent of the Landlord. Any and all alterations or improvements that cannot be removed, such as traverse rods, paper towel holders, etc., shall remain on the premises on Tenant's termination of occupancy and shall become the property of the Landlord. The Landlord permits the use of tacks or small nails only for the purpose of hanging or displaying any decoration. Tenant is responsible for repair of these holes.

11. PETS OR ANIMALS NOT PERMITTED:

The Tenant will not keep any pet or animal on the premises, or permit any to enter the premises, even for the shortest period of time. The Tenant agrees further that violation of this provision shall not only be cause for the immediate termination of this Lease but also the forfeiture of the entire security deposit.

12. NOISE:

Tenant shall be entitled to the quiet enjoyment of the premises during the term of this Lease. Tenant shall not annoy, harass, endanger, or inconvenience any other Tenant or occupant of the building or commit any act that might disturb the quiet enjoyment of any other Tenant thereof. Tenant shall be responsible for the conduct of his guests, licensees, and invitees, while they are on the premises. If the Landlord receives a noise complaint from another Tenant, the said Tenant will be given a warning in writing. If there is another complaint, the Tenant will be asked to leave or be evicted. If the Tenant receives one written noise citation from the police, the Tenant may be asked to leave or be evicted. For both aforementioned instances, the Tenant shall be financially responsible for the premises until it is rented. The Tenant agrees to pay court costs and attorney fees if needed to enforce the eviction. Music and noise are to be kept to a minimum. If your neighbor is loud, inform them first. **PARTIES ARE ABSOLUTELY NOT PERMITTED.**

13. SNOW SHOVELING:

Landlord will not be liable for any injury to the Tenant, guest, or invitees resulting from slippery ice or snow on any APS locations.

With the exception of the Longyear and Glenwood apartments, Tenant accepts responsibility of snow shoveling the front and rear entry areas, and walkways and steps.

14. PARKING:

- Parking on the premises is allowed for **REGISTERED VEHICLES** with a visible tag only. All other cars parked in lot may be towed, ticketed, or fined.
- Registered cars must display a parking registration tag hanging from front windshield mirror.
- Parking is allowed only in the proper areas, not on front lawns, walkways, or blocking any entrances.
- All cars shall be licensed and operable. Any car abandoned for 48 hours may be towed under city and state laws.
- Tenant agrees to move car for snow removal. If a problem exists, Tenant will be fined \$50.00 per day and may be towed. APS is NOT responsible for damage to tenant vehicles during snow removal.
- Parking in another tenant's assigned space will result in a \$50.00 fine.
- Parking registration tags are provided to tenants at no charge. However, there is a \$25.00 fee for each tag not returned at termination of lease or for the replacement of lost tags.
- APS is NOT responsible for damage to vehicles in the parking lots.

15. TRASH AND COMMON AREAS:

- Trash shall be put in a sealed plastic bag before being placed in DUMPSTER. Yards, porches, trash areas, basements, halls, etc., shall be kept free from litter, bikes, toys, trash bags, supplies, etc.
- Tenant will be fined \$10.00 per each day of violation.

16. LOCKS AND KEYS:

If the Tenant wishes to install an additional lock, it will be done at the Tenant's expense but through the Landlord. The Tenant is required to furnish a duplicate key to the Landlord. If Tenant is locked out due to no key, a \$25.00 service call will be charged to unlock door.

17. CLOSE WINDOWS:

All windows and storm windows must be CLOSED from November 1st through April 1st. A \$20.00 fine will be charged for each day windows are found open.

18. INCREASE:

The Landlord shall have the right upon giving the Tenant a 30-day notice, to increase the monthly rental rate if costs of operation increases due to fuel, utility, insurance, property tax, or maintenance increases, but not to exceed 10% in any one year.

19. MILITARY CLAUSE:

If said Tenants is in the service, he/she will be released from said Lease by giving a 45-60 day notice along with a copy of the transfer orders. All terms and conditions of the Lease are still applicable.

20. NOTICE PRIOR TO LEASE EXPIRATION:

Tenant agrees to notify Landlord no later than **60 days** prior to the expiration of this Lease agreement whether the Tenant intends to vacate the premises upon termination of the term stated herein above. In the event the Tenant fails to give notice, the Landlord may presume that the Tenant intends to holdover and may retain or collect damages suffered as a result of Tenant vacating the premises without a 60 day notice of intent to vacate. If the Tenant leave the premises unoccupied at any time when the rent is delinquent the Landlord may take immediate possession of the premises and exclude the Tenant there from. If the Tenant leaves any property in the vacated or unoccupied premises, the Landlord may make any such lawful disposition which shall appear appropriate.

If Tenant vacates said premises prematurely he/she is liable for all rents until new tenants contract the said premises. The Tenant agrees to pay any court costs and attorney fees if needed to enforce this Lease.

21. LANDLORD NOT LIABLE:

Tenant understands and agrees that the Landlord will not be liable for any damage or injury to the Tenant, his/her family, guests, or the family's property from any cause from the occupancy on the premises. Landlord will not be liable for any personal injury or damage to property resulting from ice or snow in, on, and around Landlord's property. Tenant is responsible for any damage by wind or precipitation that results from leaving a window open or damage from overflow of waste pipes. The Landlord is not responsible for damage or loss of personal property whether the loss or damage be from fire, theft, flooding, freezing, thawing, etc., or from the Landlord's employees, or any other cause whatsoever. Tenant hereby covenant all rights given to Landlord by this Lease shall be in addition to any rights given by the Laws of the State of Michigan. This Lease shall terminate automatically in the event that the premises are destroyed by fire or other disaster, or are severely damaged thereby that they cannot be restored to tenantable condition within a thirty (30) day period, unless the parties agree in writing to continue this Lease or to modify the terms hereof. **WE STRONGLY RECOMMEND YOU HAVE RENTER'S INSURANCE.**

22. BREACH OF LEASE:

Any of the following acts or omissions shall constitute a material breach of the Lease by Tenant: 1) Tenant's failure to pay any rent or other sum payable under the Lease on the date it becomes due; 2) Tenant's nonperformance or breach of any term, covenant, or provision of this Lease; 3) The use of controlled substances by Tenant or guests; 4) Tenant's abandonment of said premises for a period of more than 7 days without the express prior written consent of Landlord; 5) An adjunction that Tenant is bankrupt, or appointment of a receiver to take possession of all or substantially all of Tenant's property; 6) The supplying of incorrect or materially misleading information by Tenant in connection with the application for rental of the premises; 7) A sublease or assignment by Tenant in violation of this Lease.

In the event that Tenant commits a material breach of this Lease, as defined above, Landlord may exercise any rights and remedies available at law or in equity, including, but not limited to, the right to continue this Lease by not terminating Tenant's right to possession and continuing to enforce Landlord's right and remedies under this Lease, including the right to recover the rent specified herein as it becomes due, for any period during which Tenant remains in actual possession of premises. The Tenant agrees to vacate the premises within seven (7) days after being notified in writing due to non-payment of rent, breach of the Lease, or any other lawful reason deemed prudent by the Landlord.

23. WRITTEN COMMUNICATIONS:

All notices or communications required or permitted by this Lease shall be deemed duly served and given when personally delivered to the party to whom directed or in lieu of such personal service, when mailed first class postage prepaid, and 1) if directed to Tenant at the address of premises, except for notices with respect to Tenant's security deposit which shall be given in accordance with this Lease; 2) if directed to Landlord, when addressed to Landlord at **1904 Longyear Ave., Suite 12, Marquette, MI 49855 or aps@apsproperties.com**

24. LEAD WARNING:

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. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports pertaining to such. Tenant may download a federally approved pamphlet on lead poisoning prevention (**www.apsproperties.com**) or can receive a copy from Landlord.

25. SMOKING:

Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the building, both private and common. This policy applies to the Tenants, guests, Landlord, employees, and servicepersons. Violations of the "Marquette County Clean Indoor Air Regulation for Workplace and Public Places" regulation can result in civil penalties up to \$75.00 per offense.

Landlord specifically disclaims any implied or express warranties that the building, common areas of Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord does not warranty or promise the the rental premises or common area will be free from secondhand smoke. Tenant acknowledges that

Landlord's ability to police, monitor, or enforce the agreements of this section of the lease is dependent in significant part on voluntary compliance by Tenant and Tenant's guests.

26. HOLDOVERS:

If Tenant does not vacate apartment at termination of this lease, and if a lease renewal has not been completed, rent charges will be assessed at a rate of \$75.00 per day.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATION 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.

Individual Tenant: _____

All Tenants on Lease: _____

Street Address: _____ Apt # _____

**LATE PAYMENT AUTHORIZATION
REQUIREMENT OF LEASE
TWO of THREE ACCOUNT:**

If rent payment is not received by APS Properties on the last day of the month, Tenant authorizes APS Properties and the financial institutions named below to initiate entries to the following checking, savings, or credit card accounts in the amount of rent and late fees due. This authority will remain in effect during the entire lease period. Lease signature provides bank authorization.

**APS STRONGLY RECOMMENDS
CREDIT CARD AUTHORIZATION**

Type of Credit Card (VISA, MasterCard, Discover)

Account Number

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Expiration Date

			-		
--	--	--	---	--	--

Second Account

(Name of Financial Institution)

Account Number

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ABA Routing Number

(The 9 digits left of your account number)

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Third Account

(Name of Financial Institution)

Account Number

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ABA Routing Number

(The 9 digits left of your account number)

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SIGNATURE

Subject to the limitations contained herein with respect to assignments of Tenant's interest of this entire Lease, all provisions hereof shall be binding upon, and insure to the benefit of, the parties hereto and their heirs, representatives and assigns.

WHEREFORE WE, the undersigned agree to all terms and conditions provided herein. Tenant acknowledges that the entire seven (7) pages of lease has been read and understood.

/S/ _____
(Tenant)

Date: _____

Social Security Number

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/S/ _____
(Landlord)

Date: _____

VEHICLE INFORMATION

Make: _____ Model: _____ Color: _____

License Plate: _____ State: _____