

**Utilities**

14. Tenant is responsible for the following checked items and shall pay the same at no expense to the Landlord  
Water Bill (with other itemized services) x  
Electricity x                      Garbage pick up                      Gas x  
Snow removal                      Lawn Maintenance                      Cable x

**Fees**

15. The following fees shall be charged for replacement items:  
Replacement key                      \$ 100.00  
Replacement door locks                      \$ 250.00  
Replacement mailbox                      \$ 0  
Other                      \$

Tenant shall pay a \$ 200.00, cleaning fee if at move-out the unit is not "cleaned" and subject to additional charges for any damage to apartment.

**Assignment**

16. The Tenant agrees not to lease, sublet nor assign the Tenant's rights and obligations under the Lease to any other person or persons without the express written permission of the Landlord. The Tenant's rights and obligations under this Lease shall continue in full force should the Landlord's obligations under this Lease be reassigned or transferred.

**Notices, Rental Payments, Repairs & Emergencies:**

17. All required notices to the Tenant shall be sent to the address of the premises leased hereby. All notices required to be given to Landlord by law or by this Lease, shall be addressed to:

Name Cliff Belleau  
Address 8220 Dixie Hwy  
City Fair Haven  
State MI Zip 48023  
Phone 586.549.0583

or at any future address that the Landlord designates in writing to the Tenant. This provision shall not relieve the Tenant from obligations stated in the "Notice" under paragraph 5 above.

**Eviction**

17a. Should the Tenant fail to timely pay rent or utility charges, fail to comply with any of the other terms or agreements contained in this Lease, or in the use of these premises, violated any law, ordinance, rule or regulation of any governmental authority, whether civil or criminal, the Landlord may terminate this Lease and may proceed to evict the Tenant from the premises as provided by Chapter 57 of 1961 PA 236, as amended (MCL 600.5701 et. seq.). In the case of such termination, the Tenant agrees to indemnify the Landlord against all losses of rent incurred by reason of such termination, during the remaining term of this Lease, to the extent allowed by law.

17b. **Controlled Substance.** It is forbidden for Tenant, any member of Tenant's household or any person under Tenant's control to possess, manufacture, deliver or possess with intent to deliver any controlled substance or counterfeit controlled substance classified in schedule 1, 2 or 3 pursuant to Sections 7211, 7212, 7213, 7314, 7215 and 7216 of the Public Health Code Act No. 368 of the Public Acts of 1978. Should Tenant or any person under control of Tenant violate this Section, and should a police report to the effect have been filed by the police or by the Landlord, Tenant may be evicted upon service of a 24-hour Notice to Quit pursuant to the provisions of Public Act 311 of 1990, MCL 554.134.

17c. **Marihuana** To the fullest extent allowed by law, this Lease prohibits smoking and cultivation of Marihuana on the premises pursuant to the Michigan Medical Marihuana Act of 2008 and the Michigan Regulation and Taxation of Marihuana Act of 2018.

**Surrender of or Holder Over of Premises**

18. Notice to renew or not to renew this Lease must be given by the Tenant to the Landlord in writing not less than **thirty days prior to termination of this Lease.**

Should the Tenant fail to give such notice but continue to occupy the premises such occupancy shall not constitute a renewal hereof, but shall be considered a month to month tenancy under the terms of this Lease. **If Lease becomes a month to month Lease, a 30 day written notice shall be given by Tenant prior to vacating premises.**

Unless notified otherwise, the Tenant shall be liable for rent at the same rate as the last month of the term of this Lease. If this Lease is renewed, all terms contained herein shall continue in effect except those relating to the rental rate and others specifically modified in writing.

18a. Upon termination of this Lease, (or termination of any renewal of same) the Tenant shall surrender possession of the premises in the same good order as at commencement of the lease period. It is agreed specifically that only when all keys have been returned to the Landlord and all of the Tenant's property has been removed from the premises (subject to paragraph 21, pertaining to "Abandoned Property") shall the Tenant be deemed to have surrendered possession and further, that Tenant may continue to be charged rent until possession is surrendered as herein provided.

18b. When the Tenant vacates the premises the Landlord (or the Landlord's agent) shall inspect the premises and itemize damages against the Inventory Checklist. The security deposit will be used to repair any such damage or any other obligation against said security deposit including but charged rent until possession is surrendered as herein provided and by law.

**Abandoned Property**

19. When the Tenant vacates the leased premises, should tenant leave any personal property or vehicles on or about the premises or common areas of those and adjacent premises, tenant must notify the Landlord of a forwarding address where to be reached and where mail received. If the Tenant fails to provide the Landlord with a forwarding address within 4 days, or the Tenant fails to remove any remaining personal property items within seven days following written notice from the Landlord by mail, posting the structure or otherwise, the Landlord and Tenant agrees, any remaining personal property items are deemed abandoned, and Landlord shall be free to store or dispose of any such personal property items. The Tenant shall be liable for any and all costs incurred by the Landlord with respect to storing or disposing of the abandoned property. Notice as provided for in this section shall be effective on the date mailed by ordinary first class mail or the day of, if delivered in person to the Tenant.

**Fire, Wind or Flood Damage**

20. If the premises are partially damaged by fire, the elements or other causes which are not caused by the acts or failures to act by the Tenant or their guests, then the premises shall be repaired by the Landlord with reasonable dispatch, and if the Tenant cannot occupy the premises during such repairs without substantial