

LEASE / RENTAL AGREEMENT

This agreement made this _____ is between **Bradway Enterprises Inc.** (hereinafter called Management) and

(Hereinafter called Tenant). Management leases to Tenant, jointly and severally, and Tenant rents from Management;

TERM: 1. The initial term of this lease shall begin on _____
and end at Noon on _____.

POSSESSION: 2. If there is any delay in delivery of the possession by Management, the rent shall be abated daily until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Tenant may void this agreement and have full refund of any deposit. Management shall not be liable for damages for the delay in possession.

RENT: 3. Rent is payable monthly, in advance, in _____ installments of _____ (\$ _____) during the term of this agreement on the first day of each month. The installment schedule is included below. Pre-payment of rent is common and accommodated. Rent will be paid through Management's on-line tenant portal through the website www.HoughtonForRent.com, or with a check. The tenant agrees to pay \$30 for each dishonored check. Beginning on the tenth day of the month, if the Tenant is in default in complete payment of rent, an additional rental of \$10 per day shall accrue in addition to the agreed monthly rent rate until default is cured or Tenant is put out of possession. Tenant jointly and severally agrees to the responsibility of maintaining the obligations of this agreement for the entire term regardless of occupancy. Any failure to promptly make rental payments shall be a breach of this agreement, which in addition to entitling Management to all lawful damages and the right to terminate the same, shall result in Tenant forfeiture of any deposits or advance payments held by Management. It is the sole responsibility of the Tenant to make complete rent payments to Management on time.

Installment Amount	Due Date	Installment Amount	Due Date

Installments do not represent a monthly rental amount and are not prorated. They represent the total Rent due for the Lease Term divided by the number of installments.

LATE

FEE: 4. Time is of the essence. If the rent is accepted after the close of the business day, 4 days after the due date for complete rent payment, a late fee will be applied to the monthly rent rate. The late fee will be _____ (\$ _____). Any returned check will be considered as unpaid rent and subject to the late fee. **The late fee will be enforced.**

NOTICES:

5. Send all payments, notices, and written communications to:
Bradway Enterprises Inc., P.O. Box 492, Dollar Bay, MI 49922 (906) 299-3337 mobile phone Rentals@houghtonforrent.com

EVICION:

6. If the rent called for in paragraph 3 has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Demand for Possession and have Tenant, his family, and possessions evicted from the premises.

7. Growing and/or smoking marijuana is strictly prohibited within or around the premises. Tenant will not use, manufacture or sell any illegal drugs in or about the premises. Whether assumed, detected or proven, illegal drug use is immediate grounds for eviction, with or without a formal police report and Tenant will have 24 hours written notice to vacate.

INDEMNIFICATION

DEPOSIT: 8. Management acknowledges receipt of _____ (\$ _____) as deposit to indemnify against damage to the property and for Tenant's fulfillment of the conditions of this agreement. Deposit will be returned to Tenant, less a \$50.00 per resident floor cleaning charge, thirty days after vacated if:

- (a) Lease term expired; and has
- (b) All monies due to Management by Tenant have been paid; and
- (c) Premises is not damaged and is left in its original condition, normal wear and tear excepted; and
- (d) Tenant has paid in full all final utility bills as responsible by Tenant, copy thereof given to Management; and
- (e) Deposit may be applied by Management to satisfy all or part of Tenant's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. **Tenant may not apply the deposit to any of the rent payment;** and
- (f) Keys have been returned and a forwarding address left. A \$25 replacement fee will be charged for each key not returned; and
- (g) Stains and odors from smoking ISNOT normal wear and tear. The cost to clean, repaint, and/or replace shall be deducted; and
- (h) Tenant has returned premises in the same clean, well-kept condition it was received on the initial date of the lease.

Tenant acknowledges receipt of "Rental Property Move In / Move Out Inspection Form" for any existing damages to premises and has been given the right to inspect it. *Tenant shall return a completed copy of the form to Management within 7 days after receiving possession of the premises.*

The institution of banking the indemnification deposit required of Tenant will be deposited in by Management is Michigan Tech Employees Federal Credit Union, 700 E. Sharon Avenue, Houghton, MI 49931.

NOTICE: MANAGEMENT MUST BE NOTIFIED IN WRITING WITHIN FOUR (4) DAYS AFTER MOVING OF A FORWARDING ADDRESS OTHERWISE MANAGEMENT WILL BE RELIEVED OF SENDING AN ITEMIZED LIST OF DAMAGES AND PENALTIES ADHERENT TO SUCH FAILURE.

PARKING: 9. Private parking spaces are not provided to tenants located at **314 Shelden Ave in Houghton**. Tenant is responsible for obtaining the City of Houghton permit for any parking for this property.

UTILITIES: 10. Responsibility for proper and timely payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- (a) **Electric** service to Tenant's Premises will be paid by:
 - Electric bills will be paid by the Landlord based on historic average consumption of \$35 per occupant of the premises. Excess charges will be billed to the Tenant. If multiple Tenants in a Multi-Unit Premises with a single meter are affected, excess charges will be divided equally among all Tenants in the Premises.
 - *AIR CONDITIONERS, SPACE HEATERS, MINI FRIDGES & FREEZERS:** If Management is paying for electricity, Tenant may not choose to add an air conditioner, space heater, or mini fridge without receiving prior written consent from Management. Should Management agree to allow an air conditioner, space heater, or mini fridge then Tenant shall also agree to pay Management \$50 per month each month the air conditioner, space heater, mini fridge or freezer is in use as compensation for the increase in electricity. Failure to notice Management is a breach of this contract and grounds for termination.
 - Tenant(s)
- (b) Water service will be paid by:
 - The Landlord will pay water bills based on historic average consumption of \$25 per occupant of the premises. Additional charges more than \$25 per occupant will be the responsibility of the Tenant(s) of the Premises and added to the Property account.
 - Tenant(s)
- (c) Gas service will be paid by:
 - Landlord
 - Tenant(s)
- (d) Trash service will be paid by:
 - Landlord will charge monthly a \$_____ trash fee per installment per occupant of the Premises for removal of household trash from the Property.
 - Tenant(s)

 X _____ Tenant Initials

 X _____ Management Initials

Management will provide oven/stove and refrigerator.

The tenant shall contact and establish agreed utility service to begin and end on the dates of the term of this agreement. Failure to do so is a breach of this agreement. Included in this agreement is "Utility Information Form" meant to aid in the contacting and establishing of utility services. With a 30-day notice, rent may be adjusted to cover additional expenses for increases in property taxes, utilities, or property insurance premiums.

AMENATIES:

11. As part of this lease agreement, the Tenant is granted access to the following amenities within the property or complex. The Tenant acknowledges that use of the amenities is at their own risk, and the Landlord assumes no liability for injury, damage, or loss resulting from their use. Tenants are expected to use the amenities responsibly and report any hazards or maintenance issues immediately. Certain amenities may require an additional fee or deposit subject to the location, terms and conditions outlined herein:

- (a) **Fitness Center:** Available for use 24 hours daily. Access is limited to tenants only.
 N/A
 Included

- (b) **Internet TV will be:**
 Provided

- (c) **Plowed Parking will be:** Tenants are responsible for shoveling around vehicles, steps and entries.
 Provided

- (d) **Garage:** The Tenant has access to a garage space for an additional fee of \$30.00 per month. The garage is intended for vehicle parking and light storage only. The Tenant agrees to keep the garage clean and refrain from storing hazardous or flammable materials. Any damage to the garage will be the responsibility of the Tenant.
 N/A
 Included for a \$_____ monthly installment.

- (e) **Air conditioning:** The unit is equipped with air conditioning for the Tenant's comfort. Tenants are responsible for changing/cleaning filters. Any damage caused by improper use will be charged to the Tenant.
 N/A
 Included

 X _____ Tenant Initials

 X _____ Management Initials

BREACH OF AGREEMENT:

12. Should the Tenant breach this lease, the indemnification deposit shall, at Management's discretion, be forfeited as liquidated damages and the Tenant will owe rent through the last day of occupancy.

EARLY TERMINATION:

13. Tenant may terminate this agreement before expiration of the original term by:

- (a) Giving Management at least one month's notice to be effective only on the last day of a given month; plus
- (b) Paying all monies due through date of termination; plus
- (c) Returning residence in the same clean, damage free, ready-to-rent condition in which it was received.
- (d) Tenant is financially liable for rent, utilities, advertisement, and other costs with re-leasing the premises through the expiration date of the lease until such a time as another tenant is secured for the remaining length of the lease.

***EARLY TERMINATION FEE:** Tenant shall pay \$100 as a penalty for early termination. This does not release the Tenant of any of the responsibilities as stated herein.

SUBLET:

14. Resident shall not sublet or assign this lease without written consent of Management.

FIRE AND CASUALTY:

15. If premises become uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, providing during repairs Tenant has vacated and removed possessions as required by Management. The date of re-occupancy shall be the date of notice that premises is ready for occupancy.

TENANT**INSURANCE:**

16. As a reminder, obtain tenant's insurance to protect your personal items. Management's property insurance covers the building but does not, nor can it, insure your computers, furniture or other items. For your own protection it is wise to obtain this low-cost insurance. Remember also to periodically check the smoke detectors that we have installed for your safety. If it is not functioning properly, it will not do the job for which it was designed. Finally, should you ever note a condition inside or outside your residence that you think is potentially dangerous, please report it immediately to Management.

RIGHT OF**ACCESS:**

17. Management shall have the right of access for inspection and repair during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to property.

USE:

18. Premises will be used for its designed purpose and will be occupied only by persons named on lease. The presence of an individual residing on the premises who is not a signatory on the rental agreement will be sufficient grounds for termination of this agreement. Premises will be used so as to comply with all state, county, and municipal laws and ordinances. Tenant will not use or permit any act in any manner so as to interfere with others' quiet enjoyment of the premises or injure Management's reputation.

PROPERTY**LOSS:**

19. Management shall not be liable for damage to Tenant's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Tenant acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc., on personal possessions, family, and guests.

PETS:

20. A cat or dog may be negotiable at some places. Strict rules are available from Management upon request. If a cat or dog is allowed, a Pet Addendum will be added to this Lease Agreement. Without the consent of Management, no pet is allowed on the premises. Failure to adhere to this provision is a violation of this Lease Agreement and cause for immediate termination of tenancy, forfeiture of all rents and deposits paid, repossession, and expel of Tenant.

INDEMNIFICATION: 21. Tenant release Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damages or injury happening in or about premises to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against premises as a result of Tenant's actions.

FAILURE**TO ACT:**

22. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

REMEDIES**CUMULATIVE:**

23. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Tenant, Tenant shall pay to Management all expenses incurred in connection therewith.

REPAIRS:

24. Management will make necessary repairs to the interior and exterior with reasonable promptness after receipt of written notice from Tenant. Tenant is responsible for any damages caused by Tenant. The tenant will immediately notify Management in writing of any problem, malfunction, or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, animals, guests, or licensees or Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage, physical and economical, to Premises because of failure to report a problem in a timely manner. Tenants will keep premises in a safe, clean, and sanitary condition. A tenant may not remodel, paint, or structurally change, nor remove any fixture there from without written permission from Management. This includes the construction of lofts. If Tenant is unduly hard and destructive to premises, Management has the cause in its professional opinion to demand Tenant to vacate premises within thirty (30) days written notice.

ABANDONMENT: 25. If Tenant removes or attempts to remove property from the premises other than in the usual course of continuing occupancy without having first paid Management all monies due, premises may be considered abandoned, and Management shall also have the right to store or dispose of any of Tenant's property remaining on the premises after termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

**RULES AND
REGULATIONS:**

26. (a) **Parking:** Vehicle must be plated and be State registered with the Tenant or Tenant's relative. Non-operative vehicles are not permitted on premises. Any such may be removed by Management at the expense of Tenant owning same, for storage or public or private sale, at Management's option and Tenant owning it shall have no right of recourse against Management, therefore.
- (b) **Locks:** Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned upon termination of occupancy.
- (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- (d) **Signs:** Tenant shall not display any signs, exterior lights, or markings.
- (e) **Storage:** No goods or materials of any kind or description which are combustible or would increase fire risk or placed in a storage area or the premises itself. Storage in all such areas shall be at the Tenant's risk and Management shall not be responsible for any loss or damage.
- (f) **Walls:** Tenant may use Command type of hangers and assume risks of doing so.
- (g) **Guest:** Resident shall be responsible and liable for the conduct of his guests. Actions of guests in violation of this agreement or Management's rules and regulations may be deemed by Management to be a breach by Tenant. No guest may stay longer than 10 days in entirety without permission of Management otherwise a \$25 per day guest charge will be due Management.
- (h) **Noise:** Radios, televisions, stereo, etc., must be turned down to a level of sound that does not annoy or interfere neighbors.
- (i) Satellite dishes and other aerials shall not be placed without Management consent.
- (j) Tenant is responsible for the continued working condition of smoke detectors and carbon monoxide alarms.
- (k) Tenant shall keep drives and entrances accessible and clear. The winters bring snow, so shoveling is a must.
- (l) Tenant will clean complete interior at least once per week.
- (m) Tenant will not use or store a waterbed.
- (n) Tenant shall set the heating system at no less than 60 F and no more than 70 F.
- (o) Tenant shall be aware of the possibility of snow and ice falling from above, and releases Management of all liability of any damages caused by such to any person or possessions of Tenant or guests.
- (p) **PODS:** Enclosed sleeping units, aka "pods", are strictly prohibited.
- (q) No smoking or vaping in the premises.
- (r) Tenant shall not steal LED light bulbs from premises. Tenant is responsible to replace current light bulbs when needed except when the light bulb is not a screw in or requires a ladder to change.
- (s) Tenant shall not dispose of foreign items such as grease, food scraps, cooking oils, coffee grinds down kitchen or other drains/toilets. **Feminine hygiene products will not be disposed down toilets.** A plugged drain or sewer line resulting from these or other improper disposals will result in Tenant incurring the cost for opening of the drain or sewer line.
- (t) A tenant who has a reasonable apprehension of present danger to him, her, or child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601B.
- (u) Tenants that have a deck shall keep it shoveled and free of snow.
- (v) Rental arbitrage is not allowed under any circumstance. (Functioning as an Airbnb.)
- (w) Management reserves the right at any time and from time-to-time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above as Management shall in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Tenants generally.
- (x) **Deck/Balcony:** Applicable units may include a deck/balcony for the Tenant's use. The Tenant is responsible for keeping the area clean and free of debris. **No** structural modifications or permanent installations (such as satellite dishes or charcoal grills) are allowed. Tenants may use the space for personal leisure but must ensure noise and activities are kept to reasonable levels in consideration of neighbors.
- (y) **Grills:** Charcoal grills must be utilized in the yard or driveway ONLY. Propane grills must be kept a minimum of 4 feet from any structure.
- (z) If you find furniture in your property upon arrival and need it removed, you must contact management before removing any items.

ENTIRE

AGREEMENT: 28. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

NOTICE: Michigan law establishes rights and obligations 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.

If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year above written.

Management

_____ Tenant

Number of Tenants in Premises is: _____

Michigan law provides that the Tenant must notify Management in writing of the address to which the Tenant desires the indemnification deposit to be sent; or, it may be necessary to contact Tenant in the event of problems during Tenant's temporary absence from the premises, or in the case of an emergency. Therefore, it is requested the following information:

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

Tenant _____

Tenant phone # _____

Tenant email _____

Tenant SSN _____

Name of Relative _____

Relative's Address _____

Relative's phone # _____

UTILITY INFORMATION FORM

Cable Television		
Spectrum www.spectrum.com	No office in Houghton	Phone: (844) 337-0233
Electricity		
Upper Peninsula Power Company	600 Lakeshore Drive P. O. Box 130 Houghton, MI, 49931	Phone: 1-800-562-7680
Gas – Propane & Natural		
Ferrellgas	44793N US Highway 41 Houghton, MI 49931	Phone: (906) 482-3200 Fax: 482-9078 800-717-5900
Semco Energy	32 US-41 East Negaunee, MI 49866	Phone: 1-800-624-2019 Fax: (906) 475-6292
Internet Access Providers		
Spectrum www.spectrum.com	No office in Houghton	Phone: (866) 926- 6497
T-Mobile Home Internet		www.t-mobile.com
UP. NET AKA Baraga Telephone	Fast local Internet ½ cost of Spectrum	1 (866) 353-6644
Landline TELEPHONE		
AT & T	3255 US41 West P.O. Box 750 Marquette, MI 49855	Phone: (906) 225-6700 Fax: 225-0599 877-617-1584
Water/Sewer		
Adams Township	30 Goodell Street Painesdale, MI 49955	Phone: (906) 482-4420
City of Hancock	399 Quincy Street Hancock, MI 49930	Phone: (906) 482-2720 Fax: (906) 482-7910
City of Houghton	616 Sheldon Avenue P. O. Box 606 Houghton, MI 49931	Phone: (906) 482-1700 Fax (906) 482-0282
Village of Lake Linden	401 Calumet Street Lake Linden, MI 49945	Phone: (906) 296-9911 Fax: (906) 296-1044
Michigan-American Water Company	311 Fifth Street Calumet, MI 49913	Phone: (906) 337-3502 Fax: (906) 337-9939
Portage Township	47240 Green Acres Road P. O. Box 750 Houghton, MI 49931	Phone: (906) 482-4310 Fax: (906) 482-4942
Village of South Range	45 Trimountain Avenue P. O. Box 129 South Range, MI 49963	Phone: (906) 482-8833 Fax: (906) 482-5190
Franklin Township	48991 Maple Street Hancock, MI 49930	Phone: (906) 487-9073
Osceola Township	48545 Main Street P.O. Box 437 Dollar Bay, MI 49922	Phone: (906) 482-8578

Ripley Garbage (Franklin Twp):
Home Pick Up: Greg Nantell at
906-233-9682 to schedule.
Garbage & Recycling – 2 Options:
1. Waste Management on
1108 Enterprise Drive in Houghton.
2. Houghton Co. Solid Waste Transfer
Station 17808 Erickson Dr. in
Atlantic Mine M-F 8-4 & Sat. 8-2

ALL THE FIXINGS:

Repairs and fixings, please notify me as the need arises. Prompt attention of notification leads to prompt attention to remedies. Please, please use consideration and refrain from calling after 9:00 p.m. unless it is of absolute dire importance. My mobile number is 906-370-4008.

Thanks so much,

Derek Bradway

MOVE IN / MOVE OUT FORM

You should complete this checklist or one like it, noting the condition of the rental property, and return it to Management within 7 days after obtaining possession of the premises. You are entitled to request and receive a copy of the last termination checklist which shows what claims were charged to the last prior tenants.

Tenant _____ Move In _____

Property Address _____ Move Out _____

Bedroom 1	Living Room
Bedroom 2	Dining Room
Bedroom 3	Kitchen
Bedroom 4	Hallways
Bedroom 5	Garage/Storage
Bathroom 1	Exterior
Bathroom 2	Inventory List
Bathroom 3	

Tenant Signature _____

Date _____
 Date _____
 Date _____
 Date _____
 Date _____