

amber properties company

Rental Agreement (Lease)

TERM:

This Rental Agreement (Lease) for _____ months, begins _____, _____ and ends the last day of _____, _____, *and thereafter continues on a month-to-month basis* between the Lessor, Amber Properties Company [Management], acting for itself and/or as authorized agent, and the Lessee(s) [Resident(s) or Tenant(s) named below]:

- 1. _____
- 2. _____
- 3. _____

Children: _____

Management leases to Resident(s) for use as private dwelling, apartment: _____

street address _____ city _____ state _____ zip _____

Premises also known as _____ of _____
building apartment group

This Rental Agreement may not be assigned or the apartment sublet (to include, but not be limited to, Airbnb-type transactions) to others by Tenant(s). Any future co-tenant(s) must first be approved by Management, and sign an amended Rental Agreement.

Only the above named Resident(s) may occupy premises. Resident(s) are jointly and individually responsible for terms of the Lease, including prompt payment of rent.

Resident(s) continue as month-to-month tenant(s) after end of the Lease, subject to rent amount then set by Management. All terms of the Lease and the then-current edition of the House Rules remain in force.

If you do not wish to continue your tenancy beyond the term of this Lease, **you must give written notice of move-out at least one calendar month prior to Lease expiration.** In addition, see HOUSE RULES.

MONTHLY RENT: \$ _____

Resident(s) shall pay rent by the first of each month including the last month of occupancy.

Rent amount is firm for _____ months.

Rent Includes:

heat? #water? hot water? #gas? #electricity? carport?

Resident(s) must maintain operating utility account(s) for above utility(ies) for which resident(s) is/are responsible (and be current on their payments for same), as well as maintain active mail delivery to the U.S. Postal Service mailbox assigned to your apartment or townhouse. Management may require tenant(s) to enroll in autopay with utility provider(s).

THIS RENTAL

AGREEMENT INCLUDES:

- House Rules, edition _____
- Rental Agreement (Lease) Addenda
- Apartment Rental Application
- Any Additional Permits Issued[^]
- Inventory Checklist Form (blank)

HOUSE RULES: (See separate sheet.) Resident(s) shall comply with all of the rules and regulations governing the premises including amendments as permitted by law*. House Rules include, but are not limited to, references to alterations, dog, cat, waterbeds, parking, motorcycles, boats, noise, guests, refunds, move-out notice, etc.

ACCESS TO PREMISES:

Management may show apartment to prospective tenants upon receiving move-out notice. In addition, see House Rules. Locks may not be changed by Resident(s) under any circumstances.

SPECIAL CONDITIONS:

- 1) WE URGE YOU TO OBTAIN RENTERS INSURANCE TO PROTECT AGAINST FIRE, WATER, THEFT, OR OTHER CASUALTIES. MANAGEMENT IS NOT RESPONSIBLE FOR LOSSES AND SHALL BE HELD HARMLESS DUE TO TENANT(S) FAILURE TO OBTAIN SAME. SEE AN INSURANCE AGENT FOR FURTHER ADVICE.
- 2) 75% of traffic areas of upper floor apartments **MUST** be covered with area rugs to control sound transmission to apartments below.
- 3) Please treat window blinds with care. You WILL be charged for damages.
- 4) (a) A dog or cat is NOT permitted, whether it is your dog or cat, or a visiting one, unless you have been issued, and signed a valid Permit.
(b) Your own washer/dryer are allowed by Permit only, only in units with available washer/dryer hook-ups.
(c) Motorcycles and boats are only allowed by special permission, and only with a signed Permit.
- 5) Permits issued at Rental Agreement Lease Signing [coordinated with (4 a/b/c) above, see separate signed Permit(s)][^]

[^] _____

MOVE-IN COSTS:

Security Deposit* -Refundable. See HOUSE RULES, "Move-Out"..... \$ _____

Reclean Fee* -Not refundable. Covers Tenant(s) move-out cleaning obligation..... \$ _____

Rent Payment* -First full month: _____, _____..... \$ _____

-Partial month: _____ : _____ days at \$ _____ /day..... \$ _____

TOTAL PAYABLE PRIOR TO LEASE START DATE* \$ _____

*Certified payment required. All funds due prior to obtaining keys.

Received* This _____, _____..... \$ _____

() Credit Card / Debit Card

Rental Agent in receipt of payment

Security deposit transfer from: _____..... \$ _____

Rent transfer from: _____..... \$ _____

BALANCE DUE AT LEASE-SIGNING* (if so-agreed), payable on _____, _____..... \$ _____

() Credit Card / Debit Card

Rental Agent in receipt of payment

BALANCE DUE AT LEASE START DATE* payable on _____, _____..... \$ _____

*Certified payment required. All funds due prior to obtaining keys.

*Certified payments accepted: credit/debit card. All funds due prior to obtaining keys. **Cash payment is not accepted at any time.**

BROKEN LEASE: See HOUSE RULES, "Move-Out".

CANCELLATION: (Prior to move-in)

If Tenant(s) cancel(s) this Rental Agreement, the following cancellation charges apply and will be withheld from the security deposit. If cancellation is made:

- (a) Fewer than 16 days prior to move-in, the equivalent of a full month's rent will be charged as liquidated damages.
 - (b) At least 16 days prior to move-in, the equivalent of one-half month's rent will be charged as liquidated damages.
- Excess funds, if any, will be refunded.

RESIDENT(S) / TENANT(S)

_____ for Amber Properties Company

_____ Date of agreement

Security Deposit Law, Michigan Act 348 of Public Acts of 1972

1. Section 3 of the Act states:
"YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 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 INHERENT TO THAT FAILURE."
2. The refundable *security deposit* does not exceed 1 1/2 times the monthly rent, as allowed by law.*
3. A Surety Bond by Fidelity and Deposit Company, Schaumburg, IL 60196, is on file with the Michigan Department of Attorney General to protect your security deposit.

*Michigan Compiled Laws (MCL) 554.631 to 554.641. Also, Act 454 P.A. 1978: The Truth in Renting Act.

RENT PAYMENTS: Cash payment is not accepted at any time.

- a) Rent is due by the first of each month, whether paid by check, money order or electronically by Auto Debit.
- b) Beginning with the second month's rent, when paying by check (personal or bank) or money order; either affix your Payment label to the back of your payment, or write your address on the front of the payment.
- c) All payments can be mailed, dropped off, or put in the after-hours drop box at the Rental Office (address below).
- d) Make sure your check or money order is payable to: **amber properties company**
380 N. Crooks Rd.
Clawson, MI 48017-3005
- e) See separate Authorization Agreement for Auto Pay/ACH Rent Payment policies.
- f) A 4% processing fee will be charged for credit card or debit card payments, *with the exception of move-in costs.* *Late rents* are subject to a \$30 late charge.
- g) *NSF checks and uncollected ACH payments* are subject to a \$40 NSF charge (*in addition* to the late charge, if late). NSF payment must be replaced at once with certified funds only.
- h) A pattern of late payments or NSF checks will result in termination of tenancy.
- i) Acceptance by Management of a payment or partial payment does not waive balance due, late charges, or legal action.
- j) Tenant is liable for all reasonable legal fees and court costs incurred by Management to enforce its rights under this lease.