

# Campus View SAMPLE LEASE

## Rental Agreement

**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.**

**1. THE LANDLORD/AGENT**

BBG Corp dba/Campus View Apartments  
Name

10255 42<sup>nd</sup> Ave., Allendale, MI 49401  
Individual or Company/Address

(616) 895-6678  
Telephone

**2. UNIT DESCRIPTION**

a.      - **Unit Address** Allendale, MI 49401

b.      - **Unit Type** Landlord leases to Tenant the premises located within Campus View Complex known as **Property**, which premises shall be a: **Floor Plan**. Tenant acknowledges that the premises has been adequately described for purposes of binding Tenant to the terms herein. Tenant further acknowledges and understands that Landlord shall assign Tenant a specific unit number prior to the commencement of the Term of this Lease. The unit number assigned to Tenant shall be a unit having the layout described above. An additional written acceptance by Tenant shall not be required under the terms of this Lease so long as Landlord assigns Tenant a specific unit having the layout described above prior to the commencement of the Term of this Lease. All other terms of the Lease will remain in full force and effect.

**3. TERM OF LEASE:** Fixed Term Beginning:   /  /201   Ending:   /  /201   (at noon)    PAYMENTS OF \$      TOTAL RENT FOR FIXED TERM LEASE \$           

**4. RENT PAYMENTS** - Tenants agree to pay Landlord rent of **Total Lease \$** dollars commencing on the   **th** day of **Month** and like sum on the   **th** day of each month thereafter for the term of this lease. Non-payment of rent or habitual late payment of rent shall be sufficient reason for eviction.

**5. PAYMENT LOCATION** - Campus View Apartments 10255 42<sup>nd</sup> Ave., Allendale MI 49401  
Name Street No. City State Zip

**6. JOINT AND SEVERAL AGREEMENT** – All Residents and all guarantors (if any) who sign this lease are jointly and severally responsible for the payment of rent to the Landlord and for damages caused to the rental unit (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms and conditions of the contract by one or more of the Residents or by any guarantor shall be considered a failure of all Residents and guarantors to meet the terms and conditions of the contract, and all shall remain jointly and severally responsible for same.

**7. LEASE AMENDMENTS** – Tenants must act in good faith in executing any lease amendments due to administrative or typographical errors.

**8. SECURITY DEPOSIT** – Michigan Public Act 348 - Total Deposit \$ **Security Deposit** (Not to exceed 1-1/2 month's rent). The Security Deposit will be deposited at Bank of Holland 51 Ionia Ave. SW Grand Rapids, MI 49503.

9.

SERVICES & UTILITIES:	Paid by Landlord / Provided by Landlord	Reimbursed by Tenant / Tenant Responsible
a. Water & Sewer		
b. Gas		X
c. Electricity		X
d. Telephone		X
e. Light Bulbs (Except fluorescent)		X
f. Smoke Detector Battery		X
g. Garbage Pick-up	X	
h. Transport of Garbage to Dumpster		X
i. Snow Removal (Porch & Ent. Walk)		
j. Furnished Unit		

I HAVE READ AND AGREE TO THE TERMS & CONDITIONS OF THIS RENTAL AGREEMENT, INCLUDING PAGES 1, 2, 3, 4 AND THEREOF.

10. **UTILITIES** – Electricity, natural gas and water are turned on and metered through the utility provider. Utility billing is processed through the Landlord and submitted monthly to resident on individual basis. Tenant must pay a \$30 annual convenience fee for utility servicing billed upon move in. Tenant is responsible for monthly payment of utility charge. Because final utility bills will not be issued prior to the expiration of this lease, Tenant agrees to pay the final utility payment in advance. The final utility payment shall be an amount estimated by Landlord according to recent usage. The final utility payment must be paid prior to the expiration of this lease. Failure to make payment of utility charges will result in termination of utility(s) or be grounds for eviction.
11. **NON-SUFFICIENT FUNDS CHECK** - Tenants paying rent with a NSF check will reimburse Landlord a \$35 Administrative expense charge plus late fees. For purposes of late fees, rent will be deemed paid when good funds are received.
12. **LATE FEES** - If rent is paid late, Resident will be held liable for an amount not to exceed \$5 per day; to a maximum of \$75 per month.
13. **INVENTORY CHECK LIST** – Michigan Public Act 348 - Items found torn, ripped, broken, stained, or inoperative, must be reported on inventory sheet. The inventory must be returned to the office within seven (7) days of moving in.
14. **RESIDENTS/TENANTS SIGNATURES:** Occupancy of the rental unit may be by the undersigned Tenants (sometimes called the “Resident”, “Residents”, “Tenant”, or “Tenants” herein) only.

**Applicant:**

**Resident Name**

Name

Phone Number

**House Number & Street Name**

Address

Resident Email

Email Address

**City**

City

**State**

State

**Zip Code**

Zip

**Resident Social Security #**

SS#

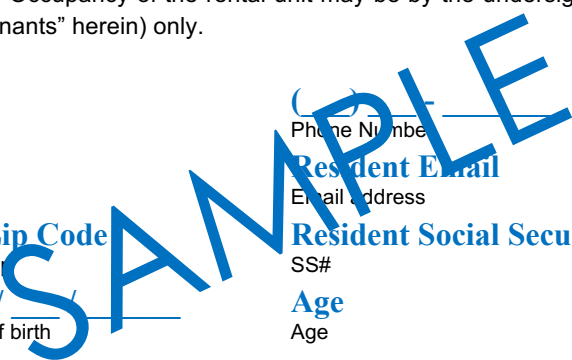
**Resident Driver’s License #**

Driver’s License

Date of birth

**Age**

Age



15. **GUARANTOR** - The guarantor hereby jointly and severally guarantees performance, in favor of Landlord, of any and all tenant obligations under this lease. \*Guarantor required if tenant is under the age of 18 see attached addenda is applicable.

Guarantor Name: **«guarantor name»**

16. **FORWARDING ADDRESS** – Michigan Public Act 348 -

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE 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 ADHERENT TO THAT FAILURE.**

17. **SUB-LETTING ASSIGNMENT**

- a. The Tenant agrees that he or she will not assign or transfer this lease or sublet the premises or any part thereof, or permit any persons other than those signing this lease as Tenants to occupy the premises. Tenant may assign, sublet or transfer with the prior written consent and the approval of the Landlord, however, any such assignment, sublet or transfer will incur a three hundred (\$300.00) charge. A consent by Landlord to one assignment transfer or sublet shall not be deemed to be consent to any subsequent assignment, sublet or transfer.
- b. In the event Tenant wishes to move, Tenant may, subject to advance approval by the Landlord, find a substitute tenant to complete the term of the lease. The substitute must meet the written approval of Landlord. Any unused portions of rent paid in advance shall be returned to Tenant upon receipt of like amount of deposits and rents from the substitute tenant.
- c. Lease may be voided by Tenant by written notification provided to Landlord if and only if (1) the above unit is re-rented by Landlord, in writing, for remainder of the entire lease term, and (2) upon payment of a three hundred dollar (\$300.00) lease break fee which shall be in addition to any other fees.

18. **PARKING** - All cars, vans, pick-up trucks, etc., parked in designated Campus View Parking Lots MUST PURCHASE A CURRENT CAMPUS VIEW PARKING PERMIT. Cars without permits, inoperable cars, cars parked in no parking zones, WILL BE TOWED AWAY. Vehicles may park only in those areas designated by painted parallel lines. Parking permit fee is \$100.00, \$150.00 after August 31. Only tenants may park directly in front of their own garage. Any vehicle found parked in front of a garage, other than their own, may be booted and/or towed at the owners expense and subject to a fine of up to \$50 per occurrence. No repairs of any vehicle will be allowed on the premises.

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19. **PETS OR ANIMALS - PETS OR ANIMALS** – Landlord permits tenant to have one (1) approved pet in a unit. Pet is only permitted after proper paperwork is submitted to the Campus View office and approved. Tenant agrees to pay all necessary fees, deposit and additional rent outlined in the “Pet Owner Application” agreement. Furthermore, tenant must agree to adhere to all rules and requirements outlined in application. Any tenant found with an unapproved animal for any length of time no matter how brief is in violation of lease and will be subject to a \$300 pet fine, failure to comply is grounds for eviction.
20. **PESTS/RODENTS/FLEAS** – Whenever infestation of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the Landlord. Residents of single unit private dwellings shall exterminate any insects, rodents or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. Residents’ responsibility for extermination shall begin thirty days after their occupancy commences.
21. **NOISE/INTOXICANTS/PARTIES/ORDINANCES**
- a) I/We agree that no parties are allowed and no one is permitted to sing, dance, play a musical instrument or operate any device such as a stereo at any time which will in any way disturb or annoy other tenants or neighbors. A party consists of 8 or more people in your unit (including Tenants). No parties are allowed in any apartment buildings or any of the townhomes. “Kegger” and other common source alcohol parties are prohibited, and kegs are not allowed in any rental unit or on the premises of Campus View Apartments. Illegal drugs and alcohol containers requiring tappers are prohibited. There is a \$200.00 charge for any party, in addition to all other rights and remedies of Landlord hereunder.
  - b) I/We agree to use the premises for moral living purposes only. I/We shall not permit this unit to be used as a hangout generating an unusual amount of traffic, or for any criminal act(s). I/We shall not allow or impose offensive guests on the rest of the tenants or on surrounding unit occupants. Profane, obscene, loud or boisterous language or unseemly behavior and conduct is prohibited.
  - c) No smoking or “vaping” or other use of e-cigarette devices is allowed in the apartments or townhomes. Said activities damage carpet, walls, furniture, etc. and Tenants will be charged for damage or replacement, in the minimum amount of \$300.00, in addition to all other rights and remedies of Landlord hereunder.
  - d) Absolute Security has been contracted and authorized by Campus View to uphold lease guidelines. Absolute Security may issue violations and assess fines to Campus View Tenants in order to prevent (a) illegal, annoying, harassing and unacceptable behavior; (b) prohibited conducted under all Campus View leases. Specific violations and the amounts of corresponding fines shall be set by Campus View and may be updated and amended from time to time.
  - e) Absolute Security will assess a fine of \$200 to a Tenant that (a) refuses to identify themselves upon reasonable request, and/or (b) purposefully fails to respond to such reasonable identification request.
22. **ABANDONMENT OF PERSONAL PROPERTY** - Personal property left by vacating Residents and not claimed within 30 days of end of tenancy will be considered abandoned and disposed of at the discretion of the Landlord. Landlord will make a diligent effort to contact Resident before disposing of any property. Resident agrees to reimburse Landlord for reasonable storage charges upon their receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.
23. **PERSONAL & PROPERTY LIABILITY INSURANCE** - Resident is responsible for maintaining his/her own personal property insurance. Resident is strongly advised to purchase personal property insurance for protection against theft, fire, loss or damage to their personal property. Landlord’s liability is limited to any liability mandated by law.
24. **REPAIRS & MAINTENANCE** - I/we shall immediately pay for any costs incurred and for damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks or lavatory caused by Tenant or guest. Also, I/we will repair or replace all broken or damaged items, including any within the rented unit.
25. **RIGHT TO PRIVACY** - Property owner reserves the right to show unit to prospective tenants, to inspect for cleanliness or damage at reasonable times, and to enter units between the hours of 1 P.M. & 5 P.M., Monday-Friday for the purpose of reading water meters.
26. **COVENANT OF FITNESS** - Landlords and Residents, both, have maintenance responsibilities. Under Michigan law, a Landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Residents are generally expected to assist the Landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the Landlord of maintenance problems that require attention, and to leave the premises in good condition (normal wear and tear excepted).
27. **NOTICE OF DAMAGES** - In case of damage to the rental unit attributable to the Tenant or other obligations against the security deposit, the Landlord shall mail to the Tenant within 30 days after the termination of lease agreement, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Tenant must respond in writing to the Landlord’s claim within 7 days of receipt of the itemized list (if in disagreement with itemized list) or shall forfeit the amount claimed therein.
28. **ALTERING PREMISES**
- a. The Resident will not alter premises or Landlord supplied furnishings in any way without prior written consent of the Landlord. Thus, Resident agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall, wallpaper or move in water furniture. Portable washers, dryers, and dishwashers are prohibited. Television & radio antennae are not allowed except for portable.
  - b. Any decorations that can be seen from the outside must be approved by management. All drapes must appear white from the outside. No laundry or hanging linen is allowed outside the apartment. Balconies, patios, and porches must be free of trash. Only appropriate and well maintained patio furniture is allowed.
  - c.

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29. **SALE OF PREMISES** - The Landlord shall be liable for any security deposit paid to Landlord until transfer of the deposit to the new owner and written notification to the Resident by ordinary mail of the transfer and of the new owner's name and address.
30. **RESIDENT'S HANDBOOK** - Campus View Apartments has set out in a booklet form certain rules and regulations dealing with everyday living, the use of facilities and other items of conduct for tenants and guests. These are hereby incorporated by reference into this lease and are made a part thereof as if they were set out completely in the body of the lease. All apartments shall be given a copy of the same and said rules and regulations shall be controlling, including all Tenants' mandatory compliance with same.
31. **DEFAULT OR BREACH** - If the Tenant(s) shall at any time be in default or breach of any one or more of the terms or obligations contained herein, and if the Landlord shall institute an action or summary proceeding against the Tenant(s) based upon such default or breach, then the Tenant will reimburse the Landlord for the expense of attorney's fees, expenses and other disbursements thereby incurred by the Landlord, except that no party to this lease shall be liable for legal costs, expenses or attorneys' fees incurred by another party, in connection with a dispute arising hereunder, in excess of costs or fees specifically permitted by statute. Tenant's failure to pay any installment of rent when due, or to perform any of Tenant's obligations hereunder, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this lease and regain possession of the rental unit in accordance with applicable law. Recovery of the rental unit by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the entire term of the lease and demand immediate payment thereof; however, the Tenant may not be liable for the total accelerated amount because of Landlord's obligation to mitigate damages, and either party may have a court determine the actual amount owed, if any. Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligations to Landlord by the amount of such partial payment. In the event of default, it is understood that any party to this lease has the right to have a court determine the actual amount due and owing to the other.
32. **HAZARDOUS ITEMS – MOTORCYCLES, AUXILIARY HEATERS, ETC.**
- Firearms, including pellet guns and BB guns, and explosive (including firecrackers), and toxic or dangerous chemicals are strictly prohibited on the premises of Campus View Apartments.
  - No items will be stored in public areas, hallways, laundry rooms, utility rooms, etc. Bicycles and motorcycles must be kept in any area provided for same. No gasoline powered vehicle may be brought in or stored in any apartment or public area inside any building at any time. No flammable material may be stored or used on the premises. Auxiliary heaters are strictly prohibited. Grilling on balconies is prohibited.
33. **PRE-MOVE OUT INSPECTION** – Landlord retains the right to enter a unit to assess damage to a bedroom within thirty (30) days prior to Tenant's move out date. Tenant will be notified via email of the inspection date at least twenty-four (24) hours in advance. Inspections shall be performed by Campus View maintenance Monday – Friday between the hours of 10:00AM and 4:00PM. Tenant does not need to be present at the time of the inspection.
34. **CASUALTY** - In the event the entire leased premises are destroyed or rendered untenantable by fire, storm or earthquake, or if the same are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the premises, Tenant paying up to such date and Landlord refunding the rent collected beyond such date.  
Should only sum portion of the leased premises be destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant then, at the sole and exclusive option of Landlord, this lease may end at such time except for the purpose of enforcing rights that may have then accrued hereunder, and, if not so terminated, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and lease continue according to its terms. A condemnation award shall belong exclusively to Landlord.
35. **NOTICE TO LANDLORD** - For any notice which may or shall need to be given or otherwise required to be provided to Landlord, said notice shall be given to Landlord at the following address: BBG Corp dba/Campus View Apartments, 10255 42nd Ave., Allendale, MI 49401
36. **EARLY TERMINATION** - Michigan Public Act 348 - If any Tenant has occupied the rental unit for more than 13 months and said Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility or said Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, said Tenant may terminate that Tenant's obligations under this lease with a 60-day written notice to Landlord.
37. **USE OF PREMISES** - The Premises shall be used and occupied by Tenant(s), for no more than FOUR (4) persons exclusively, as a private individual dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant(s) for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private dwelling. Tenant(s) shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant(s), to use or occupy the Premises without first obtaining Landlord's written consent to such use. Any guest staying in the property more than 2 weeks in any 6 month period will be considered a tenant, rather than a guest, and must be added to the lease agreement. Landlord may also increase the rent at any such time that a new tenant is added to the lease premise. Tenant(s) and guest(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

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SAMPLE