



CASTLE

Lease Overview

Start and End of Tenancy

This tenancy begins on _____ and ends on _____

Rent Payment

Rent of \$ _____ is due on the **1st of each month**.

Rent can be paid:

- In person: at any MoneyGram location
- Online: at entercastle.com

A late fee of \$35 will be applied if rent has not been received by the **5th of each month**.

When You're Ready Move Out:

30 days before: Notify us that you plan to move.

- In writing: mail to Castle, 2831 E Grand Blvd, Detroit MI 48211
- By email: tenants@entercastle.com

Immediately after moving: Notify us of your new address.

- In writing: mail to Castle, 2831 E Grand Blvd, Detroit MI 48211
- By email: tenants@entercastle.com



CASTLE

Standard Lease Agreement



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.



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.



NOTICE: This Agreement is a legally binding and enforceable document, which you should read carefully before signing.

1. Date of This Agreement:

2. Move-in Date:

3. Identification: This Agreement is entered into on the date indicated above, between the Landlord and the Tenant(s). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. Agent refers to any person or organization with written authorization to act on behalf of Landlord.

Landlord:

Tenant(s):

4. Identification of Premises: Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located listed below. Premises also includes any furnishings, appliances, or other items included in safety deposit move-in checklist.

Street Address:

5. Limits on Use and Occupancy: The Premises are to be used only as a private residence for the above listed Tenant(s) and the individuals listed below. All occupants must be approved by Landlord or Agent. All occupants must be named in this lease.

Other Individuals:

Continuous occupancy by guests exceeded the number of days listed below is prohibited without the Landlord's written consent and will be considered a breach of this Agreement.

Maximum Number of Days: 5

6. Term of Tenancy: The rental starts on the move-in date listed above and ends on the date listed below.

End Date:

7. Rent Amount and Due Date: The Tenant will pay to the Landlord or Agent the amount listed below. Rent is due on the day of the month listed below.

Amount: \$

Due Date: 1st

8. Rent Delivery and Form of Payment: The Tenant will pay the Landlord or Agent by one of the delivery methods listed below, in one of the forms listed below.

Delivery Methods:

In person, at: any MoneyGram location

Online, at: entercastle.com

Payment Forms:

Electronic (online)

Cash (MoneyGram)

9. Prorated First Full Month's Rent: If the Tenant's move-in date occurs after the 1st of the month, the first full month's rent will be prorated according to the following formula:

$$\text{First Full Month's Rent} = \text{Normal Monthly Rent} \times \frac{\text{Days Left in Move-in Month}}{\text{Total Days in Move-in Month}}$$

10. Late Charges: Rent is late if it is not paid before the end of the day of the month given below. Late rent is subject to the fee listed below. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Late Date: 5th

Late Fee: \$35

11. Timely Payment of Rent: Failure of Tenant to pay rent on the day it is due on three or more occasions during any previous six month period is a breach of this Agreement and grounds for termination of the tenancy.

12. Additional Rent: If the Tenant fails to perform any obligation of this Agreement, such as, but not limited to, payment of utilities, trash removal, repairs, maintenance, etc., which results in a monetary expenditure by the Landlord or Agent, such amounts will be deemed additional rent, which is immediately due and payable. All such payments made to Landlord will be applied to amounts in the following order: security deposit; late fees; utilities; maintenance or repairs, damages, other charges permitted by this Agreement; past due rent; and current rent due, respectively.

13. Failed Payment and Other Bank Charges: If any payment offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement fails for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord or Agent the failed payment charge listed below, plus any bank charges assessed.

Failed Payment Charge: \$35

14. Priority of Payments: Payments by Tenant will be applied in the following order: returned check fees; lost key fees; maintenance and repair due to Tenant activities; legal and court fees; outstanding utility bills that are the responsibility of the Tenant; late rent fees; and rent, applied to the oldest rent charges first.

15. Renewal and Modification of Lease Agreement: This Agreement shall be automatically renewed for successive terms of one month each, subject to the following conditions: Landlord or Tenant may decline the automatic renewal of this Agreement by giving notice of intent to terminate the tenancy with a written notice. Landlord may increase said rental amount or modify Agreement for any extended term by giving advance written notice of at least 30 days to the Tenant. Tenant agrees that any changes or modifications of this Agreement must be written and signed by Landlord or Agent. Under no circumstances are oral agreements binding.

16. Security Deposit: Tenant agrees to pay a security deposit equal to one month's rent within three days of lease execution. Failure to pay the security deposit before the deadline will void this lease. The security deposit will be refunded after termination of tenancy and end of Tenant's occupancy in the manner prescribed in the Landlord-Tenant Relationship Act of the State of Michigan, and upon satisfaction of the terms and conditions of this Agreement.



NOTICE: Tenant may not apply this security deposit to the last month's rent, or to any other amount owed or due under this agreement.



NOTICE: You must notify Landlord or Agent in writing within four days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise, Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

17. Move-in Inspection: Tenant agrees to conduct an inspection of the Premises upon move-in and to document any damages present in the methods listed below. All documentation must be returned to the Landlord or Agent within seven days of obtaining possession of the Premises or the Premises will be considered free of defects. Items found torn, burned, stained, inoperative, or damaged in any way must be reported during the inspection; otherwise said defects shall be deemed waived. Inspection results must be submitted to the email below.

Submit List of Damages to: tenants@entercastle.com

18. Move-out Inspection: Landlord or Agent will inspect the Premises and create an itemized list of damages and the costs within seven days of the tenancy end date given above. Any damages not already existing in the move-in inspection report will be the responsibility of the Tenant, and the costs will be deducted from the Tenant's security deposit.

19. Utilities: Tenant is responsible for utilities, including electricity, gas, water, sewage, internet, and phone. Tenant agrees to have all services listed above placed in their own name. Tenant will provide confirmation numbers for each change in utilities service.



Notice: Failure to provide confirmation numbers for change in utilities service within seven days of move-in will result in eviction.

20. Notice of Utility Shutoff: Where Tenant is responsible for paying for any or all utilities, Tenant shall send the Landlord or Agent a certified letter seven days in advance of any utility being turned off. If Tenant fails to give such notice, Tenant agrees to pay Landlord or Agent for any damages caused by the utilities being turned off. Tenant also agrees that the Landlord or Agent may obtain duplicate copies of shutoff notice from the utility company.

21. Habitability: Tenant has checked the Premises thoroughly and agrees the unit is entirely habitable as to health and safety; however, if any health and safety issue in regard to the Premises is found upon move-in, Tenant shall send the Landlord or Agent a certified letter or email within 48 hours of move-in date, notifying him or her of the details.

22. Locks and Landlord Access: Tenant will not, without Landlord or Agent's prior written consent, alter, re-key, or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Landlord or Agent with a key or keys capable of unlocking all such re-keyed or new locks, as well as instructions on how to disarm any altered or new burglar alarm system. If Landlord or Agent does not possess keys which Tenant does possess, Tenant must provide their key(s) for copy upon request. All keys must be returned upon vacating the Premises. Each lost or missing key will incur the penalty listed below, plus the actual cost of replacing keys and/or changing locks.

Lost or Missing Key Penalty: \$25

23. Subleasing, Sharing, Assignment, and Guest at Premises: No subleasing, sharing of Premises, or assignment of this Agreement is permitted without prior written permission of the Landlord or Agent.

24. Parking: No parking on Premises other than Tenant's personal vehicle is allowed and then only at such locations as specified by Agreement, Landlord, or Agent. No commercial vehicles, boats, trailers, recreational vehicles or unlicensed or inoperable vehicles or any other vehicle not allowed by law shall be parked on the Premises. Repair or maintenance of vehicles is not allowed on Premises without written permission from Landlord or Agent. Tenant agrees that Landlord or Agent may remove unauthorized vehicles with or without notice, and Tenant shall reimburse Landlord or Agent for the cost of such removal.

25. Personal Injury/Liability/Indemnification/Damage to Tenant's Personal Property: Landlord and Agent shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or grossly negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord and Agent harmless from and against any and all losses, costs, expenses, damages, or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord or Agent's failure to perform, or grossly negligent performance of, a duty imposed by law. Landlord and Agent are not responsible for damage to Tenant's personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Tenant accepts responsibility for insuring their personal property.



NOTICE: Landlord highly recommends the Tenant obtain renter's insurance. Tenant shall also be liable to Landlord or its insurance carrier for any damage to the Premises or to the Landlord's other property, such as other rental units, common facilities and equipment that is caused by the acts or omissions of Tenant or Tenant's guests, family members, or invitees.

26. Pets: No animals or pets shall be brought on the Premises without prior written consent of the Landlord and upon the execution of a Pet Agreement and the payment of any applicable fees.



NOTICE: Service animals are not pets and are free from any pet restrictions.

27. Tenant's Maintenance Responsibilities: Tenant shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to

the stove and refrigerator, if provided, and leave the unit in the same condition as when taken, except for normal wear and tear. Neither Landlord nor Agent will pay for cleaning or any work of this kind contracted by the Tenant, unless expressly authorized in writing.



NOTICE: Tenant's maintenance responsibilities also include snow and ice removal, lawn care, and leaf removal.

28. Common Areas: The sidewalks, driveways, passages, halls, shared staircases, and common areas shall not be obstructed nor used for any purpose other than ingress or egress from the Premises. Bicycles, skateboards, scooters, rollerskates, rollerblades, or any device of the like are not permitted in common areas, hallways, patios, sidewalks, or the parking area.

29. Storage: Storage is not allowed except in areas designated by the Agreement or Landlord. Tenants are solely responsible for their personal belongings wherever stored or placed. If stored in an area not designated by Agreement or Landlord, Landlord or Agent can remove personal belongings with 24 hour notice.

30. Renovations and Remodeling: Tenant agrees not to make any repairs or alterations to the Premises, including repainting, remodeling, driving nails in woodwork or walls, using any adhesive items on walls, without written consent of the Landlord or Agent. The Landlord and Agent will not pay for remodeling, decorating, or any work of this kind contracted by Tenant, unless authorized in writing by Landlord or Agent prior to the beginning of any renovation or remodeling. The Tenant further agrees not to remove any furnishings, fixtures, or appliances without written consent of the Landlord or Agent.

31. Repairs: With written permission of the Landlord or Agent, the Tenant agrees to promptly have repairs made by authorized persons only or reimburse Landlord or Agent for damages to the Premises during the tenancy. The Landlord or Agent must be notified immediately of anything broken, stained, leaking, or inoperable. Tenant shall immediately pay for any costs incurred and/or damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks, tubs, showers, or lavatory caused by Tenant or Tenant's guests, family members, or invitees. Tenant accepts responsibility to mitigate damage to the Premises from any and all causes.



NOTICE: Tenant is responsible for unclogging all drains and toilets. Tenant is also responsible for changing furnace, A/C, and humidifier filters.



NOTICE: Tenant is responsible for lighting furnace and water heater pilot lights. Tenant will pay for any service call where the tenant could have resolved

the issue by lighting the furnace or water heater pilot light.



NOTICE: Tenant will pay for any fees from contractors due to missed appointments.

32. Landlord and Agent's Rights Concerning Entry. Landlord and Agent reserve the right to repair, show unit, or inspect the Premises upon 24 hour notice. In the event of emergencies, the Landlord or Agent may enter without notice.

33. Disposal of Garbage, Debris, and Junk: Tenant agrees to regularly dispose of all garbage, debris, or junk during occupancy and upon vacating the Premises as prescribed by the laws of the State of Michigan and the ordinances of the locality in which the Premises is located. Tenant agrees to pay all fines and fees regarding disposal of said items and for violations of municipal ordinances.

34. Use of Premises: Tenant agrees to use the Premises for residential purposes only and not for business, illegal, or hazardous purposes. Tenant may be evicted upon a one day Notice to Quit if the Tenant, member of Tenant's household, or other person under the Tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Michigan Public Act 368 of 1978, on the Premises. Tenant shall not permit a use of the Premises that generates an unusual amount of traffic.

35. Parties & Other Disturbances Not Allowed: Tenant agrees that no parties are allowed without Landlord or Agent permission. Tenant agrees to refrain from carrying out any activity, playing an instrument, or using any device in any manner that disturbs or annoys other Tenants or neighbors. Tenant is responsible for the activity and conduct of all occupants, guests and visitors.

36. Smoke Detector Disclosure: Tenant agrees that the Premises is equipped with working smoke detectors. Tenant shall maintain smoke detectors in working order at all times, including the replacement of batteries. For smoke detectors without replaceable batteries, Tenant shall notify Landlord or Agent of detector malfunction. Tenant will be charged for the replacement of missing or damaged smoke detectors and for damages caused by their removal.



NOTICE: Tampering with smoke detectors or leaving smoke detectors unrepaired may result in eviction.

37. Rules & Regulations: Any rules and regulations published by Landlord or Agent become part of this Agreement, including any house rules. Tenant agrees to abide by all rules and

regulations that may be published by Landlord or Agent.

- 38. Violations of Agreement and Cause for Eviction:** Violation of any provision of this Agreement, rules, or regulations, including non-payment of rent can be cause for eviction. Furthermore, acts committed by Tenant or Tenant's guests, family members, or invitees in violation of local, state or federal laws and regulations can be cause for eviction.
- 39. Domestic Violence:** A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.
- 40. Liquid-filled Furniture:** No liquid-filled furniture is permitted on the Premises.
- 41. Windows:** Except for those windows which are noted in writing as being cracked or broken when Tenant moves in, Tenant agrees to be responsible for any windows which become cracked or broken in their dwelling while they live there. Tenant may repair the windows themselves if they can do the work in a professional manner. Otherwise, they may hire a glazier or submit a maintenance request to Landlord or Agent.
- 42. Lead-based Paint Disclosure:** For buildings constructed before 1978 only, Tenant acknowledges receipt, review and execution of the Lead Warning and Disclosure Statements and applicable reports and the receipt of the EPA pamphlet, "[Protect Your Family From Lead In Your Home.](#)"
- 43. Notice of Intention to Vacate:** When this agreement is or has become a month-to-month agreement, if Tenants decide to vacate the Premises, they will give Landlord or Agent written notice of their intentions at least 30 days prior to their departure, and they will give an exact date when they expect to be moved out completely.
- 44. Holding Over:** If Tenants remain on the Premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" equal to 1/30th of the amount of their then current monthly rent for every day they hold over.
- 45. Service of Process:** Every Tenant who signs this Agreement agrees to be the agent of the other Tenants and occupants of this dwelling and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy.
- 46. Trial by Judge:** Should any aspect of this Agreement be litigated in civil court, Landlord and Tenants agree to waive their rights to a trial by jury and have the matter tried by a judge.
- 47. Covenants and Conditions:** Each provision of this Agreement to be performed by Tenant shall be deemed both a covenant and a condition which Tenant agrees to abide by strictly.

Any violation of any provision of this Agreement shall constitute a material breach of same, in which case Landlord may, at option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to mitigate damages as required by law.

- 48. Binding Effect:** The covenants, conditions, and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns.
- 49. No Waiver:** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord or Agent of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
- 50. Severability:** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
- 51. Subordination:** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements, and extensions thereof.
- 52. Early Termination:** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord or Agent with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
- 53. Abandoned Property:** If the Tenant abandons the Premises, the Landlord and Agent are authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
- 54. Entire Agreement:** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire Agreement between the parties.
- 55. Signature:** Tenant's signature below indicates the Tenant has read, understands, is satisfied with, and agrees to abide by all conditions of this Agreement. The invalidation of

any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this Agreement.

Property owner (signature):

Date:

Tenant(s) (signature):

Date: