

Klines Resort... your home at the lake!

22260 Klines Resort Road
Three Rivers, MI 49093

___ original agreement
___ update/renewal

Lot # _____
___ bill monthly
___ season prepay

Sample Only: RENTAL/LEASE AGREEMENT

This Rental/Lease Agreement made on this _____ day of _____, 20____ between Klines Resort Ltd., as "Landlord", and _____, as "Tenant:"

Whereby the Landlord agrees to rent to the Tenant(s) Lot # _____ located in Klines Resort, County of Saint Joseph, State of Michigan, and hereafter designated as "Premises," which space is to be used only for the location thereon of a private manufactured home owned by the Tenant(s) and occupied as a dwelling by the Tenant(s), for a term of _____ months beginning on the _____ day of _____ 20____ and ending on the _____ day of _____, 20____.

Term: At the end of the stated term, this agreement may continue on a month to month basis until renewed, modified, or terminated.

Termination: Either party may terminate at the end of the term or at any time thereafter by giving 30 day written notice in advance. Landlord may terminate without notice for non-payment of rent, violation of the Community Guidelines, if the premises have been deserted or vacated by the Tenant, or for other just cause.

Landlord and Tenant(s) further agree as follows:

1. **Approved Occupants:** No persons other than the following shall occupy* the premises without written approval and consent of the Landlord. A violation of this provision may result in Tenant(s) being evicted.
*Note: "occupy" does not include guests staying at the residence for no more than 14 days in any calendar year.

Tenant 1: _____ Tenant 2: _____

Tenant 3: _____ Tenant 4: _____

2. **Monthly Rental Rate:** Tenant(s) shall pay Landlord as monthly rental for the Premises the sum of _____ Dollars (\$_____) in advance on the first day of each month.

3. **Security deposit** of _____ Dollars (\$_____) is (*circle one*) on file / due upon the signing of this lease, for the performance of Tenant's obligations under the Lease, to be used and applied in accordance with all applicable laws. In no case is Landlord obligated to apply this deposit to rent or other charges in arrears. If damage exceeds the amount on deposit, Tenant agrees to pay for such upon notification as outlined by applicable laws. Landlord shall deposit the Tenant's Security Deposit at the financial institution of their choice, currently Southern Michigan Bank & Trust, PO Box 309, Coldwater, MI.

4. **Additional Provisions:**

(Rental Agreement continued on back)

AGREED: We, the undersigned Tenants, agree to abide by the terms of this agreement, including those found on the back of this page, and the Community Guidelines and any amendments thereto, a copy of which we have received and which are incorporated herein by reference and made a part of this agreement for all purposes. We agree to be jointly and severally responsible for its terms. This agreement supersedes and cancels any prior agreements, and may be amended only by written agreement signed by the parties hereto. (All tenants 18 and older must sign):

_____	_____	_____	_____
Tenant	date	Tenant	date
_____	_____	_____	_____
Tenant	date	Tenant	date
_____	_____	_____	_____
Landlord/Agent	date	Tenant	date

LEASE REFUSAL:

Pursuant to Section 28(g) of Act No. 419 of the Public Acts of 1976, as amended, the Landlord herein has offered to me the opportunity to enter into the above written lease. I/we acknowledge that I/we have received a copy of the "Community Guidelines" for Klines Resort, including the provisions therein contained for payment of late charges and other fees. I/we agree to abide by the guidelines, future updates to the guidelines, and all federal, state, and local laws and ordinances. At this time I/we do hereby decline to enter into this written rental/lease agreement.

_____	_____	_____	_____
Tenant	date	Tenant	date

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.

- 5. Rent Increases, Taxes & Fees:** Tenant acknowledges receipt of the current “Rates for Manufactured Home Sites” listing rental rates, additions to rents, fees and service charges. Tenant agrees to pay Landlord any additional charges and to pay any published increases to these rental rates and fees upon a minimum 30 day written notice. All payments by Tenant to Landlord shall be applied first to the oldest charges, late fees and other allowable costs, and last to rent.
- 6. Utilities:** Tenant shall pay all charges made against the Premises for gas, telephone, cable TV, and electricity during the continuance of this Lease as they shall become due. Landlord shall furnish water and sewer to the site at no additional charge, and provide central trash receptacles for collection of residential household waste. Tenant agrees to protect and maintain Landlord's electrical pedestal, water and sewer connections, to provide an operating heat tape to the water supply, and to pay all costs for repairs resulting from Tenant's failure to do so.
- 7. Peaceful Enjoyment:** The premises shall be used for residential purposes only, and Tenant, all their occupants, and their visitors shall conduct themselves in a lawful, peaceful and quiet manner and shall not interfere with the rights of the other Tenants or neighbors. Tenant shall not engage in, nor allow their occupants or visitors to engage in, any activities on the premises which are contrary to any law, ordinance, and/or any applicable health and/or fire department and/or insurance policy provisions. No gas powered golf carts, ORV's, or snowmobiles are allowed.
- 8. Controlled Substances:** If Tenant, a member of the Tenant's household, or other person under the Tenant's control manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the premises, Landlord may terminate the tenancy by giving the Tenant a written Notice to Quit.
- 9. Sex Offenders:** If Tenant or a member of the Tenant's household becomes a registered sex offender, then Landlord has the right to terminate this Rental Lease Agreement by giving the Tenant(s) a 30 day Notice to Quit. Such Notice to Quit will void this Rental Lease Agreement and terminate all rights and obligations of the parties hereto.
- 10. No Subletting:** Tenant may not assign, rent or sublease the Premises or any part thereof without prior written consent of the Landlord. Lease may not be canceled, transferred or modified without the prior written consent of management.
- 11. Maintenance:** Tenant agrees to keep premises in a clean and sanitary condition, in good repair, and free from vermin, rodents, and wild animals, to maintain the Premises lawns, landscaping, sidewalks and driveways in good condition, to not perform mechanical work in driveways, parking lots, and lawn areas, and to park all vehicles, boats, golf carts and other equipment in designated areas. All motor vehicles, watercraft & RV's must display current license plates or tags.
- 12. Indemnification:** Landlord is not liable for any loss due to natural cause, including but not limited to wind, water, snow, or ice. Tenant agrees to indemnify and hold Landlord harmless for any injury or death to any person or damage to any property arising out of the use of the Premises by the tenant, tenant's family, agents, employees, guests, or invitees. Landlord shall not be liable to Tenant for any actions or negligence on the part of any other residents or their families, agents, employees, guests or invitees. Tenant agrees to pay owner for any damages caused by said Tenant, said Tenant's family, agents, employees, guests and invitees.
- 13. Insurance:** Tenant agrees to carry liability and hazard insurance for their home and personal property, including pets, boats, docks, golf carts, and motor vehicles. Landlord assumes no liability for any such loss. Tenant agrees that Landlord shall not be liable for any damage or injury to person or property occurring on the Premises, grounds or recreational facilities of the Landlord unless such damage or injury is caused by the negligence of the Landlord.
- 14. Pets:** If keeping a pet, Tenant shall have complete responsibility for pet's behavior, shall keep pet(s) under their supervision and control at all times, and shall hold Landlord harmless for any damage or injury caused by the pet(s). All dogs - including visiting dogs - must be registered and kept in accordance with the Community Guidelines.
- 15. Termination:** Should the Tenant fail to timely pay rent, utility, or other charge, or fail to comply with any of the other terms herein, the Landlord may proceed to evict the Tenant from the premises as provided by law. In the case of such termination, the Tenant agrees to indemnify the Landlord against all losses incurred by reason of such termination including Court costs and reasonable attorney fees, but not in excess of the amount allowed by the applicable law.
- 16. Leasehold Improvements:** Tenant shall secure prior written approval of Landlord before locating any manufactured home on the Premises and/or prior to making any additions or structural changes thereto. Evidence of permits, licenses and proofs of insurance must be provided to the Landlord prior to commencing work.
- 17. Resale Inspection:** Tenant shall request a Resale Inspection prior to placing their manufactured home for sale and shall not transfer ownership of the home to anyone who has not been approved for residency by Landlord.
- 18. Severability:** If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- 19. Binding on Heirs:** The covenants and conditions herein shall bind the heirs, representatives and assigns of the Landlord and Tenant(s). If more than one person signs the Lease as Tenant, all references to the singular shall be read as if to the plural. If more than one person signs the Lease, each person signing shall be jointly and severally liable for the performance as called for herein.
- 20. Violation Reporting:** Tenant's renting conduct may be reported by the Landlord to RealChek America, Inc. Landlord has the right to terminate this lease if it is later determined that Tenant has falsified any information on their application or during the application process. If Tenant violates the terms of this Rental Lease Agreement which results in a Notice of Rental Violation being sent to Tenant, then Tenant shall be charged a Violation Notice Fee.
- 21. Contact Information:** Contact numbers for repairs and emergencies are listed and updated periodically in the Resort Directory. All notices or demands required to be given by Tenant to Landlord shall be addressed as follows:
Klines Resort, 22260 Klines Resort Road, Three Rivers, MI 49093. Phone 269-649-2514.

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 adherent to that failure.