

## **Residential Rental Agreement**

**NOTICE:** Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the trust in renting act. If you have a question about the interpretation or legality of a provision in this agreement, you may want to seek the assistance from a lawyer or other qualified person.

Landlord and Tenant agree as follows:

1. PARTIES: This rental agreement is between *St. Clair County Community Mental Health Authority* ("Landlord") and *Blue Water Developmental Housing* ("Tenant").
2. DESCRIPTION OF PREMISES AND TERM: In exchange for the rent and other promises of Tenant expressed in this agreement, Landlord agrees to rent to Tenant the premises below:

|  |              |  |  |   |
|--|--------------|--|--|---|
| Home:<br><b>Oakleaf</b><br>3405 Oakleaf<br>Fort Gratiot, MI 48059<br>(810) 982-0712              | # Beds:<br>6 | <input checked="" type="checkbox"/> Barrier-free<br><input checked="" type="checkbox"/> Handicap<br>accessible | Population Served:<br><input checked="" type="checkbox"/> Adults <input type="checkbox"/> Children<br><input type="checkbox"/> Crisis <input checked="" type="checkbox"/> OBRA | Specialized<br>Certification:<br><input type="checkbox"/> MI <input checked="" type="checkbox"/> DD |
| Home:<br><b>Semi-Independent</b><br>958 Colorado<br>Marysville, MI 48040<br>(810) 987-8282       | # Beds:<br>6 | <input checked="" type="checkbox"/> Barrier-free<br><input checked="" type="checkbox"/> Handicap<br>accessible | Population Served:<br><input checked="" type="checkbox"/> Adults <input type="checkbox"/> Children<br><input type="checkbox"/> Crisis <input type="checkbox"/> OBRA            | Specialized<br>Certification:<br><input type="checkbox"/> MI <input checked="" type="checkbox"/> DD |
| Home:<br><b>Springborn</b><br>320 10 <sup>th</sup> St.<br>Marysville, MI 48040<br>(810) 388-0656 | # Beds:<br>6 | <input checked="" type="checkbox"/> Barrier-free<br><input checked="" type="checkbox"/> Handicap<br>accessible | Population Served:<br><input checked="" type="checkbox"/> Adults <input type="checkbox"/> Children<br><input type="checkbox"/> Crisis <input type="checkbox"/> OBRA            | Specialized<br>Certification:<br><input type="checkbox"/> MI <input checked="" type="checkbox"/> DD |
| Home:<br><b>Thornhill</b><br>2202 Thornhill<br>Port Huron, MI 48060<br>(810) 985-8133            | # Beds:<br>6 | <input checked="" type="checkbox"/> Barrier-free<br><input checked="" type="checkbox"/> Handicap<br>accessible | Population Served:<br><input checked="" type="checkbox"/> Adults <input type="checkbox"/> Children<br><input type="checkbox"/> Crisis <input checked="" type="checkbox"/> OBRA | Specialized<br>Certification:<br><input type="checkbox"/> MI <input checked="" type="checkbox"/> DD |

The term shall begin on ***October 1, 2021***, and ending on ***September 30, 2022***, unless sooner terminated in accordance with this agreement.

3. RENTAL RATE: Tenant agrees to pay Landlord a total annual rent, paid in advance in equal monthly installments, as identified in Attachment A, due on the first (1<sup>st</sup>) day of each month. Rental payments may be made via ACH or by mail. All written notices to Landlord required by this agreement shall be mailed or delivered to Landlord at ***St. Clair County CMHA, 3111 Electric Ave., Port Huron, MI 48060***.
4. USE AND OCCUPANCY: Tenant agrees that the premises shall be used for residential purposes only, specifically as a licensed specialized group home facility housing from zero (0) to the maximum capacity of residents and providing 24-hour awake supervision.  
 Tenant agrees to use the premises in accordance with all applicable regulations imposed by any governmental authority.  
 Tenant agrees to return the premises and any furnishings to Landlord at the expiration of this agreement in the same condition as when taken, reasonable wear and tear expected.
5. REPAIRS: Landlord represents that the premises are fit for residential use. Landlord will maintain the premises in compliance with all *applicable* regulations imposed by any local, state or federal ordinance, law or regulation relating to the occupancy, ownership, leasing or operation of

the residential facility. This includes, but is not limited to, zoning, building codes, etc. The Landlord is responsible for repair and replacement of the roof, windows, door, furnace, air conditioning, hot water heater, electrical system, plumbing, well and septic and floors unless the need for repair or replacement was the result of the Tenant's/occupant's negligence or intentional acts.

The Tenant is not responsible for the maintenance, repair and replacement of improvements or replacements of a capital nature, including, by way of example and not limitation, the furnace, hot water heater, garage, sidewalks, foundation, or any portion of the roof or exterior walls.

The Tenant is responsible for maintenance and repair of minor, day-to-day maintenance including, by way of example, doorknobs, light switches, or furnace filters. See Attachment B for more information regarding Residential Maintenance Responsibilities.

6. UTILITIES: It is Tenant's responsibility to obtain and pay for all utilities. Utilities will be put under the Tenant's name.
7. FURNISHINGS: The premises are rented as unfurnished. The term "unfurnished" means that Landlord will provide certain kitchen appliances and Tenant will provide all other furnishings.
8. PETS: Pets are allowed at no extra charge. Tenant agrees to pay for all damages caused by pets or the keeping of pets.
9. KEYS: Upon termination of this agreement, Tenant shall return all keys to the premises to Landlord. Tenant shall not alter or install a new lock on any door to the premises without Landlord's written consent.
10. DAMAGE TO TENANT'S PROPERTY: Landlord shall not be responsible for any damage to or theft, loss or destruction of Tenant's property, unless such damage is caused by Landlord's negligence or failure to maintain the premises as required by this agreement. Landlord is not responsible for insuring the contents, and Tenant is required to insure the contents.
11. QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the premises during the term of this agreement, as long as Tenant complies with the terms of this agreement.
12. ENTRY: Tenant's right to privacy shall be respected by Landlord. Landlord and Landlord's agents have the right to enter the premises to make repairs provided a good faith effort is made to notify Tenant and arrange for a mutually convenient time for Landlord's entry. Landlord agrees to enter only after knocking, to leave the premises in as good a condition as when entered, to clean and remove dirt and debris that result from showing the premises or performing maintenance and repairs, and to lock the premises when leaving.
13. HOLDING OVER: If Tenant holds over after expiration of the term of this agreement, and the Landlord does not object, the tenancy shall thereafter be from month to month in the absence of a written agreement to the contrary.
14. DEFAULT:
  - A) If Tenant fails to pay rent or any other sum required under this agreement when due, or if a health hazard or extensive and continuing physical injury to the premises exists, Landlord may terminate this as provided by Michigan law.
  - B) If the Tenant vacates the premises during the term of this agreement, the Landlord shall have a duty to mitigate damages by immediately releasing the premises and shall endeavor in good faith to agree to the premises.

15. **DAMAGE TO PREMISES AND UNTENANTABILITY:** In case the premises are injured or destroyed in whole or in part by fire or other casualty during the term of this agreement, Landlord shall immediately repair the premises so that they are substantially the same as they were prior to such casualty, unless the premises are untenable and Landlord reasonably determines it not advisable to repair the premises. Rent shall abate entirely if the entire premises are rendered untenable and shall abate on a pro rata basis in the event that only a portion of the premises are rendered untenable, until such time as the premises are restored to a tenantable condition. If the premises are untenable and Landlord is unable to repair the premises to a tenantable condition within ten days, Tenant may terminate this agreement by giving written notice to the Landlord within 20 days of the date of damage to the premises. There will be no abatement of rent if the casualty or other cause damaging the premises results from the negligence or willful act of Tenant.
16. **SUBLETTING:** Tenant has the right to sublet the premises with the prior written consent of Landlord. Consent shall not be unreasonably withheld.
17. **TAXES:** The Landlord is responsible for payment of all taxes.
18. **TERMINATION:**
  - A) It is expressly understood and agreed that the Tenant shall, upon the termination of this agreement, leave fixtures and improvements to the interior of the premises, except trade fixtures which Tenant shall remove. The Tenant shall remove those appliances owned by the Tenant.
  - B) It is understood that the Tenant receives public funding from the State of Michigan and other sources. In the event at any time, the funding that is available to the Tenant changes, and in the complete discretion of the Tenant they can no longer afford their obligations set forth in this agreement, upon 30 days written notice to vacate and terminate this agreement, the agreement will be of no further force and effect. The Tenant will be allowed to vacate the premises and rescind the agreement, having no further obligation to pay any money after the time the premises are vacated, except the Tenant shall reimburse the Landlord to restore the premises to their original condition, reasonable wear and tear excepted.
  - C) It is understood that the Tenant may terminate the agreement with a 6 month written notice to the Landlord.
19. **OPTION TO RENEW:**

It is expressly understood and agreed that the Tenant shall have the option to continue this agreement. The option to renew granted in this paragraph shall be exercised at the sole discretion of the Tenant, giving written notice to the Landlord at least sixty (60) days prior to the expiration of the original agreement term. Any changes effecting rent as part of this option exercise will be in accordance with the Tenant's (CMH Board's) standards.
20. **INSPECTION:**

The Landlord agrees to allow the Licensing and Regulatory Affairs, Bureau of Community and Health Systems to enter the home and inspect for operation purposes.
21. **EMINENT DOMAIN:**

If the whole or any part of the premises hereby agreement shall be taken by any public authority under the power of eminent domain, then the term of this agreement shall cease from the day the possession of that part by required for any public purpose and the rent shall be paid up to that day and from that day the Tenant shall have the right either to cancel this agreement and declare the same null and void or to continue in the possession of the remained of the same under the terms

herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the agreement hold or the fee of the premises herein agreement; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for its losses.

22. WARRANTY: The Landlord hereby warrants that the Landlord holds good title to the premises and further warrants that there are no zoning or other deed restrictions or other restrictions that would inhibit the use of the premises by the Tenant for the uses contemplated by the Tenant throughout the term of this agreement.
23. SEVERABILITY: If a clause of this agreement is found by a court to be invalid, such finding shall not invalidate any other clause or provision of this agreement.

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Authorized Representative  
RES CORP

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Authorized Representative  
St. Clair County CMH (Landlord/Owner)

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Date

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Date

| BWDH HOUSING RENTAL RATES<br>10/1/2021 - 9/30/2022 |              |
|--|--------------|
| Home   | Monthly Rate |
| Springborn GH (320 10th St.)                       | \$ 6,479.80  |
| Semi-Independent (958 Colorado)                    | \$ 2,735.67  |
| Oakleaf (3405 Oakleaf)                             | \$ 1,781.52  |
| Thornhill (2202 Thornhill)                         | \$ 1,436.15  |

**Maintenance Items for which SCCCMHA is responsible:**

Painting-

- Every 8 years, using CMH standard colors

Electrical-

- Replacing damaged power outlets
- Replacing damaged light fixtures
- Replacing ceiling fans

HVAC-

- Replacing Filters
- Furnace/Boiler/AC Repairs

Doors-

- Interior/Exterior Doors
- Door Hardware and Locks

Appliances-

- Built-in Dishwashers
- Built-in Microwaves
- Clothes Dryer Vent Cleaning

Water Softeners-

- Installation (if required due to damaged plumbing)
- Annual Inspections (including filter changes)
- Repair (due to reasonable wear-and-tear)

Sump Pumps-

- Repair and Replacement

Bathrooms-

- Toilet Repair and Replacement
- Showerhead and Hand-Shower Replacement
- Bathroom Accessibility Modifications
- Exhaust Fan Cleaning and Repair
- Bathtub whirlpool repair (only if parts are readily available by local supplier, else jets to be abandoned)

Kitchens-

- Cabinet Repair and Replacement
- Countertop Repair and Replacement (due to reasonable wear-and-tear)
- Kitchen Faucet Repair and Replacement
- Garbage Disposal Repair and Replacement
- Range Hood Repair and Replacement

Flooring-

- Repair and Replacement (due to reasonable wear-and-tear)
- Tile Grout Sealing (after grout cleaned by Operator)

Fire Alarm Systems-

- Provide hard-wired, battery backup smoke detectors

Power-washing-

- Home Exterior

Landscaping-

- Tree trimming, in instances of dead trees or limbs endangering property.

Fences-

- Chain Link Fence Repair
- Privacy Fence Repair
- Privacy Fence Repaint (as needed)
- Privacy Fence Installation (split cost with Operator)

Porches-

- Repair

Decks-

- Repair
- Power-washing
- Repaint/Reseal

Ramps-

- Repair
- Resurface
- Installation (as needed)

Roof-

- Repair/Replacement

Gutters-

- Repair
- Cleaning

Siding-

- Repair

Windows-

- Repair/Replacement
- Screen Repair (due to reasonable wear-and-tear)

Sidewalks-

- Repair

Driveways-

- Repair
- Add Gravel/Grade (where applicable)

Septic Systems-

- Rid-X
- Pumping
- Repair

Wells-

- Repair

Generators-

- Repair (of CMH-owned equipment only, as deemed appropriate by SCCCMHA)

Sheds-

- Repair

Accessibility Items (i.e. track lift system)

**Maintenance Items for which Operating Corporation is responsible:**

Painting-

- When required due to damaged wall repair

Electrical-

- Installing Additional power outlets
- Adding electrical capacity

HVAC-

- Licensing-Required inspections

Appliances-

- Refrigerators/Freezers
- Stoves/Ranges
- Washing Machines
- Clothes Dryers

Water Softeners-

- Salt Filling

Bathrooms-

- Accessories (Towel-holders, mirrors, etc.)

Kitchens-

- Cabinet Locks

Flooring-

- Regular Cleaning

Door Alarms

- Repair
- Installation

Fire Alarm Systems-

(Beyond CMH-provided smoke-detectors)

- Repair
- Installation
- Maintenance/Batteries
- Interlocks with HVAC

Sprinkler System-

- Repair
- Inspections

Pest Control-

- Interior/Exterior

Lawn Maintenance-

- Lawn Mowing
- Weed Control
- Bare Spots
- Leaf Pickup

Landscaping-

- Mulch
- Bushes and Shrub Maintenance

Snow Removal-

- Driveways/Sidewalks

Fences-

- Privacy Fence Installation (split cost with Operator)

Generators-

(Including transfer switch/wiring)

- Maintenance
- Battery Replacement
- Installation
- Inspections

Sheds-

- Installation

Utilities-

- Water
- Gas
- Electric
- TV
- Trash Removal/Recycling

Licensing-Required Maintenance Inspections-

- Any that apply