

Helpful Hints and Frequently Asked Questions
Saginaw Charter Township
Rental of Real Property Business License Application

- Rental of real property license requirements apply to all rental units used as a home, residence, or sleeping place, including but not limited to a single family home, apartment, or condominium or other dwelling.
- A rental property, regardless of size, is in fact a business operation. While we have specific restrictions and rights regulating businesses that operate outside the approvals of the community, the Township has the right and responsibility to do the same for troublesome rental properties. The ordinance is designed to provide education and tools to rental property owners that will assist and empower them to reduce the chances of problems and be prepared to quickly and effectively deal with difficult tenants. This will assist the Township and neighborhoods, but will also protect the rental property owner from potential loss of rent during a protracted eviction, and costly repairs to damaged units.
- All Township licenses expire December 31st of the year issued. Failure to renew your license by February 15th of the following year results in an additional \$10.00 late penalty. Failure to renew your license by March 15th results in an additional \$15.00 late penalty. If you fail to renew your license by April 1st it will be turned over to our Township attorney. We will send a renewal notice to your mailing address by December 15th. If you have not received it by January 1st, please contact the Township Clerk's office to confirm your mailing address.
- If you own more than one unit or property within the Township you only need to complete one application. That application will permit you to list all the addresses and pay only one fee for all your properties.
- The Crime Free Lease Addendum does not require you to evict a tenant for one criminal incident. The addendum simply provides the rental property owner the tool and ability to deal with a problem if they choose or need to. The addendum was developed by the Department of Housing and Urban Development and is used by housing authorities. Evictions based on this concept were upheld by the US Supreme Court in 2002 (see *Oakland Housing Authority v. Rucker* and *Department of Housing and Urban Development v. Rucker*).

***If you have any questions or require more information, please contact
Saginaw Charter Township Clerk's office at 989-791-9830, Monday
through Friday, 8:00 a.m. to 5:00 p.m.***

I declare under penalty of false statement that to the best of my knowledge, all statements contained on this application are true; that I have been informed of the tenant(s) lease disclosure statement and the crime free addendum.

Signature of owner:	Date:
Signature of local agent:	Date:

**APPLICATION MUST BE RETURNED WITH PAYMENT
BEFORE A LICENSE WILL BE ISSUED.**

**Mail to: Saginaw Charter Township Clerk
4980 Shattuck Rd
Saginaw MI 48603**

For Office Use Only:			
Treasurer:		Approved	Denied
Taxes:	Amt. Due: \$	Date Pd:	Verified by:
Water/Sewer:	Amt. Due: \$	Date Pd:	Verified by:
Misc. Charges:	Amt. Due: \$	Date Pd:	Verified by:
Assessing:	Parcel #	Approved	Denied
Code Enforcement:		Approved	Denied
Zoning:	Classification:	Approved	Denied
Clerk:		Approved	Denied
Rental Business License #:		License Printed Date:	
Method of Payment: Check #		Cash	



Crime Free Lease Addendum

In consideration of the execution or renewal of a dwelling unit identified in the lease, Resident and Owner/Manager agree as follows:

1. Resident, any members of the resident’s household, any guest or other person under the resident’s control shall not engage in any criminal activity, including drug-related criminal activity, on the said premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, or use of a controlled substance or the possession with intent to manufacture, sell, distribute, or use of a controlled substance.
2. Resident, any members of the resident’s household, any guest or other person under the resident’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity.
3. Resident or any members of the resident’s household shall not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household or a guest.
4. Resident, any members of the resident’s household, any guest or other person under the resident’s control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location within the apartment community.
5. Resident, any members of the resident’s household, any guest or other person under the resident’s control shall not engage in any illegal activity including: prostitution; criminal gang activity; assaultive, threatening, or intimidating behavior, including but not limited to the unlawful discharge of firearms on or near the dwelling unit; serious property damage; any behavior that otherwise jeopardizes the health, safety, and/or welfare of the property owner, property management or their employees, or any other resident or guest.
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE AND TENANCY.** It is understood and agreed that a single violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable noncompliance and shall result in the immediate termination of the lease. Unless otherwise provided by law, proof of a violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
7. In the case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Owner, or Owner’s Agent, and the Resident.

Resident Signature _____ **Date** _____

Resident Signature _____ **Date** _____

Owner/Manager _____ **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 seek assistance from a lawyer or other qualified person.

SAGINAW CHARTER TOWNSHIP LEASE DISCLOSURE

Growth or Accumulation of Weeds Prohibited, IPMC 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches.

Parking on the Grass prohibited, Saginaw Charter Township Zoning Ordinance #423, Section 402 (4) (b) which states: "off street parking for residential uses shall have a durable, smooth and dustless surface consisting of asphalt, concrete, crushed stone or similar surface."

Excessive Noise, Ordinance # 599, Section 26-64

Saginaw Township has a noise ordinance that makes it unlawful to operate noise producing instruments, sound amplifying equipment and devices such as radios, phonographs or stereo equipment in such a manner as to disturb the peace of a neighborhood. It is also unlawful to operate an excessively noisy motor vehicle or motorcycle.

Fireworks, Ordinance #709, Section 3308.11

Retail display and sale. Except for the possession, storage, exploding and use of fireworks described in subsections 1 through 7, and Sections 3308.1 through 3308.10 pertaining to public displays, it shall be unlawful for any person to possess, store, offer for sale, expose for sale, sell at retail, use or explode any fire works.

Recreational Fires, The International Fire Code, Section 307.3.2 Saginaw Charter Township has for many years tightly regulated open burning in our community. Due to the extensive development of our retail, commercial and residential neighborhoods, open burning has been prohibited except under prescribed conditions and pursuant to a permit issued by the Fire Department prior to burning. The purpose of the limitations is designed to promote the general peace, health, safety and welfare of Township residents.

A permit is required to conduct open burning, excluding cooking fires contained in a barbecue pit, fireplace, barbecue grill, smoker or other receptacle specifically designed for cooking food over an open fire or for small recreational or camp fires contained within a pit or approved burning container or receptacle. Approved containers and pits must be at least 15 feet from structures and property lines. The pile size for recreational burning is limited to three feet in diameter and two feet in height.

Permits for open burning are obtained from the Fire Department Headquarters office located at 4930 Shattuck Road, Monday through Friday from 8 a.m. - 5 p.m. Permits are issued for up to a four day duration and are renewable. Burning of leaves, yard waste, ditch banks, household rubbish, tires, building materials, paper products or any product other than clean wood is prohibited. Open burning for clearing land is also prohibited.

Open burning, bonfires and recreational fires shall be extinguished by 11:00 p.m. A responsible adult, at least 18 years of age, shall be present at all times until extinguished ashes are cold. A garden hose connected to a water supply or other extinguishing equipment shall be readily available for use at all open burning sites.

I have read and understand these disclosures and potential consequences including that if I violate these Township regulations, my tenancy can be terminated and I can be subject to eviction. This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date