



Agreement #12080-2019

## RENTAL AGREEMENT

Between

t.b.d.

A t.b.d.

and the

State of Michigan

THIS RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **t.b.d.**, a **t.b.d.**, as Landlord, whose address is **t.b.d.**, **t.b.d.**, **t.b.d.** **t.b.d.**, and the State of Michigan, by the Department of Technology, Management & Budget, whose address is 3111 W. St. Joseph Street, Lansing, MI 48917, for the Department of **State (DOS)**, as Tenant, and establishes the following terms, conditions, performance obligations, and covenants between the parties:

### 1. Premises & Rent –

- 1.1 Landlord hereby rents to Tenant **12 Random Parking spaces throughout the parking structure**, as further described in Attachment "A" to this Agreement, in the building commonly known as **t.b.d.**, **t.b.d.**, MI **t.b.d** (the "Premises"). The Tenant shall further have non-exclusive use of the parking areas and entrances of the Premises in common with the Landlord and/or other tenants of the Premises.
- 1.2 Tenant shall pay to Landlord rent at the rate of **t.b.d.** and **00/100 Dollars (\$ t.b.d.)** per month (**\$ t.b.d. per month for each Random Parking space**). Rent consideration installment payments shall be made during the month for which the installment applies.

2. Term - The term of this Agreement begins on **January 1, 2020** and ends on **December 31, 2020**, subject to the cancellation provisions of this Agreement.

### 3. Holding Over – Deleted, Not Applicable.

4. Cancellation - This Agreement may be cancelled by the Tenant upon thirty (30) days written notice to the Landlord delivered to the address as set forth under the "Notices" Section of this Agreement, or to such other address as either party may designate in writing for the delivery of notices under this Agreement.

Furnishings remaining in or on the Premises after the cancellation or termination effective date shall be considered abandoned property, and the Tenant shall be obligated to pay the Landlord for all reasonable removal costs.

**5. Services and Responsibilities of Landlord - Landlord shall furnish the following at its own expense:**

- 5.1 Deleted, Not Applicable.**
- 5.2** Electric service for lights and all other electrical equipment. Replacement of light bulbs and tubes as needed.
- 5.3** 100% payment for metered public utilities used for illumination, power and water and/or sewer used in the premises.
- 5.4** Provide and maintain any equipment required by the Fire Inspector for fire prevention and safety.
- 5.5** Pest Control.
- 5.6 Deleted, Not Applicable.**
- 5.7** Snow removal from driveways, steps, porches, walkways, exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance.
- 5.8** Removal of trash and refuse from the dumpsters on Premises.
- 5.9 Deleted, Not Applicable.**
- 5.10** Access Cards and Control Systems: Only designated Tenant representatives shall have authority to request parking under this agreement from the Landlord. The Landlord will maintain a list containing the name of a new cardholder and the card number on the day of issuance. Each cardholder will only be issued one card at a time by the Landlord. The cost for replacement cards for parking will be the sole responsibility of the individual card holder.

**6. Services and Responsibilities of Tenant - Tenant shall furnish the following at its own expense:**

- 6.1 Deleted, Not Applicable.**
- 6.2 Deleted, Not Applicable.**
- 6.3 Deleted, Not Applicable.**

**7. Repair, Maintenance & Improvements -**

- 7.1** The Tenant shall notify the Landlord or his agent of the need for any repairs or replacements, which are not the responsibility of the Tenant to make.
- 7.2** The Tenant shall reimburse the Landlord for any repairs to the Premises from damage which exceeds normal wear and tear to be expected from lawful and proper use of the Premises and the sole cause of which was the negligent acts or omissions of Tenant's employees.
- 7.3** The Tenant shall be responsible for the following repair and maintenance operations: **NONE.**
- 7.4** Alterations & Improvements - **Deleted, Not Applicable.**

**8. Landlord Obligations -**

- 8.1** Governmental Compliance - Landlord represents and warrants that the Premises will comply with all applicable governmental laws, rules and regulations during the term of this Agreement including, but not limited to, applicable codes and use permits.
- 8.2** Safety Certification - **Deleted, Not Applicable.**
- 8.3** Authority to Bind - Landlord represents and warrants that it has legal ownership and authority to enter into this Agreement and shall provide a recorded warranty deed and/or other documentation necessary to confirm ownership and authority.
- 8.4** Insurance - Landlord is required to provide proof of General premises liability insurance for the Premises identified in Paragraph 1, which provides full coverage for the Landlord, the Tenant, and their respective agents and employees and which

protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises. The Landlord agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Landlord shall provide to the Tenant a certificate of insurance listing the Tenant, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Agreement to the Landlord. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Tenant.

**8.5** Rent With-Holding - If the Landlord fails to provide supporting documentation, as required by Paragraphs 8.3 and 8.4 twenty percent (20%) of the monthly rent consideration shall be held by the Tenant, until the required documentation is provided to the Tenant.

**8.6** Certificate of Occupancy - **Deleted, Not Applicable.**

## **9. Public Policy Provisions -**

**9.1** Non-Discrimination - Landlord shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Landlord agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

**9.2** Utilization of Public Facilities by Physically Limited - Premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq.

**9.3** Unfair Labor Practices - This Agreement may be canceled by Tenant if Landlord or any subcontractor, manufacturer or supplier of the Landlord appears in the register compiled by the State of Michigan pursuant to 1980 Public Act 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act). A breach of this covenant is a material breach of this Agreement.

**9.4** Electronic Funds Transfer - Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Landlord is required to register to receive payments by EFT at the SIGMA Vendor Self Service website ([www.michigan.gov/sigmavss](http://www.michigan.gov/sigmavss)) or call (888) 734-9749 to receive payments by EFT.

**10. Notices** - Any notice to Tenant and/or Landlord required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Landlord and/or Tenant shall be transmitted to:

<b>Landlord</b>	<b>Tenant</b>
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t.b.d.	Director
Attn:	Department of Technology, Management & Budget
	<u><i>For private carrier delivery:</i></u>
	3111 W. St. Joseph Street
	Lansing, MI 48917
E-mail:	<u><i>For U.S. Postal Service delivery:</i></u>
Telephone:	P.O. Box 30026
Fax:	Lansing, MI 48909
	<b>Copy to the Secretary of State</b>
	William Badgero, Director, Occupancy Services Division
	Michigan Department of State
	Richard H. Austin Building, 4th Floor
	430 West Allegan Street
	Lansing, MI 48933

The notice shall be deemed effective on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

#### **11. Miscellaneous Provisions -**

- 11.1 Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 11.2 Mutual Drafting** - This Agreement shall be interpreted and construed as drafted mutually by both parties.
- 11.3 Entire Agreement** - This Agreement, with all Attachments as listed herein, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing, signed by each party.
- 11.4 Severability** - Should any provision of this Agreement or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.
- 11.5 Waiver** - Failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term of this Agreement.
- 11.6 Effective Date** - The Effective Date of this Agreement is the date signed by the Director of the Department of Technology, Management & Budget.
- 11.7 Binding Effect** - This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Landlord and Tenant.
- 11.8 Counterparts** - This Agreement may be executed in counterparts, each which shall be deemed an original, and all of which together shall constitute one and the same agreement. An electronic, scanned or facsimile signature shall be deemed an original.
- 11.9 Assignment - Deleted, Not Applicable.**
- 11.10 Supersede and Terminate – Deleted, Not Applicable.**

- 11.11 **Random Parking** - The parking provision where the Tenant is permitted on a non-exclusive basis to park in the common area of a parking structure on a first come, first served basis, but is not assigned a specific parking space.

12. **Attachments** -

- 12.1 Attachment "A" – Site Plan, t.b.d. page(s)  
12.2 Attachment "B" – **Deleted, Not Applicable.**  
12.3 Attachment "C" – **Deleted, Not Applicable.**
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IN WITNESS WHEREOF, the parties to this Agreement subscribe their names on the date set forth below.

Witness:

**Landlord:** t.b.d.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:

**Tenant:** Department of State

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:

**Tenant:** Department of Technology, Management & Budget

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tricia L. Foster, CPM, ACoM  
Director, DTMB