



## MONTH-TO-MONTH AGREEMENT

Agreement # 11624-2012

Between

A , As Landlord

and the

State Of Michigan, As Tenant

THIS MONTH-TO-MONTH AGREEMENT ("Agreement") is entered into by and between , a , as ("Landlord"), whose address is , , , and the State of Michigan, by the Department of Technology, Management & Budget, whose address is 530 W. Allegan Street, Lansing, MI 48933, for the Michigan Department of Technology, Management & Budget ("Tenant"), and establishes the following terms, conditions, performance obligations, and covenants between the parties:

1. **Premises.** Landlord hereby rents to Tenant approximately usable square feet of floor space and ( ) standard parking spaces on the grounds of the property commonly known as , , (the "Premises") as further described in Attachment A to this Agreement.
2. **Term.** The term of this Agreement is month-to-month beginning and ending , subject to the cancellation provisions of this Agreement.
3. **Rent.** Tenant shall pay to Landlord rent at the rate of Dollars and Cents ( ) per month. Rent consideration installment payments shall be made during the month for which the installment applies. 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 Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).
4. **Date of Possession.** The Premises shall be available for possession by Tenant beginning on . The Date of Possession and ending date may be altered by mutual written consent.
5. **Cancellation.** This Agreement may be canceled by the Tenant upon thirty (30) days written notice to the Landlord delivered either in person or by certified mail to the other party's 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.
6. **Landlord Representations, Obligations and Warranties.**
  - 6.1 **Fire Inspection Report.** Landlord shall provide to Tenant, before possession, a written fire inspection report approving the Premises for occupancy.
  - 6.2 **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.

- 6.3 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.
- 6.4 First right of refusal for adjacent. The Landlord shall not rent or otherwise occupy any adjoining space which is or becomes vacant on the Premises known as during the term of this Agreement, or any extensions thereof, without first offering for a period of ten (10) days, the space to the Tenant at the Tenant's current rental rate, and under the same terms and conditions found in this Agreement.
7. Repair and Maintenance. Except as to obligations expressly undertaken by Tenant as set forth herein, Landlord agrees to maintain the Premises, including exterior and interior and parking areas and sidewalks if any, as well as all maintenance and repair to mechanical, plumbing and electrical systems serving the Premises as needed to keep them in sound working order and in compliance with applicable legal codes and free from dangerous or defective conditions. If Landlord fails to fulfill its obligation to the satisfaction of Tenant, Tenant may either cancel the Agreement or make the necessary repairs and maintenance and deduct the expense from future rent due after giving Landlord a 30-day written notice to cure detailing the maintenance or repair defect.
8. Services and Responsibilities of Tenant. Tenant shall furnish the following at its own expense:
- 8.1 Telecommunication services.
- 8.2 Alarm service.
9. Services and Responsibilities of Landlord. Landlord shall furnish the following at its own expense:
- 9.1 All utilities serving the Premises, including water, sewer, gas, electricity and/or steam.
- 9.2 Replacement of light bulbs and tubes as needed.
- 9.3 Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Attachment D.
- 9.4 Snow removal from driveways, steps, porches and walkways.
- 9.5 Removal of trash and refuse from the Premises.
- 9.6 Pest Control.
- 9.7 Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.
- 9.8 Electric service for lights, office machines, and all other electrical equipment. Lighting to be a minimum of 50-foot candles, maintained at desk level.
- 9.9 Hot and cold water for restrooms. Provide water well and septic system where required.
- 9.10 Replacement of all glass breakage in windows and doors, including plate glass, unless said breakage was caused by the negligence of the State's employees or agents.
- 9.11 Provide and maintain any equipment required by the Fire Inspector for fire prevention and safety.
- 9.12 Pay all real estate taxes and special assessments, if any.
10. Assignment and Subletting. Tenant shall neither assign this Agreement nor sublet the Premises, in whole or in part, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant, through its Department of Management and Budget, may assign or reassign any or all of the Premises to any branch, department, board, agency, commission or other instrumentality of State government without obtaining consent of Landlord; however, such an assignment shall not relieve Tenant of its obligations under this

Agreement.

11. **Alterations and Improvements.** No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any alterations or improvements being made under this Agreement, if applicable, are described in Attachment B. At the expiration of the Agreement, all such alterations, modifications, and improvements to the Premises shall become the property of the Landlord, unless otherwise agreed in writing or the Tenant acquires fee title to the Premises. Landlord shall not unreasonably deny a request from Tenant to have certain of the rented parking spaces painted to indicate they are reserved for handicap parking only.
12. **Damage and Destruction.** In the event that less than 50% of the replacement value of the Premises are damaged or destroyed by any casualty, the Landlord shall, at its own expense, repair said damage and restore the Premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than 50% of the replacement value of the Premises is damaged or destroyed by any casualty, the Landlord shall have the option of repairing or reconstructing, or canceling this Agreement, which option shall be exercised within ninety (90) days after the damage or destruction. Tenant shall be liable for any damage to Premises caused by sole action of the Tenant, Tenant's employees or Tenant's guests or by any casualty insured under the Tenant's insurance policy, excepting reasonable wear and tear or damage by the elements.
13. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration or termination of the Agreement, it shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement, and the rent shall remain the same as the monthly rent owing at the end of the Agreement.
14. **Environmental.** The parties shall comply with all applicable federal, state and local environmental laws, regulations and rules, including without limitation financial liability and responsibility for the cleanup, containment and abatement of any spills or discharges of hazardous substances on or within the Premises.
  - 14.1 Landlord represents and warrants that there is no known adverse environmental condition on or within the Premises.
  - 14.2 Tenant assumes no liability or responsibility for any spills or discharges of hazardous substances that occurred before Possession, regardless of when those spills or discharges are discovered.
15. **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 protests 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.
16. **Public Policy Provisions.**
  - 16.1 **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.

16.2 **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 Michigan Department of Licensing and Regulatory Affairs 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.

17. **Notices.** Any notices under this Agreement shall be complete if submitted in writing and transmitted by certified or registered mail return receipt requested. Notices shall be deemed effective on the date and time of the delivery receipt.

Landlord	Tenant
	Robert M. Burns, Interim Director
	Real Estate Division
	Michigan Department of Technology, Management & Budget
	530 West Allegan Street
	Lansing MI 48933
E-mail:	
Telephone:	<b>Copy to Department of</b>
Fax:	
	Department of

18. **Quiet Enjoyment.** Tenant, upon payment of the stated rent and the performance of the conditions outlined herein, may peacefully and quietly have, hold, and enjoy the Premises. Landlord may access the Premises as needed to perform its responsibilities under this Agreement and to make reasonable inspections of Landlord's property.

19. **Miscellaneous Provisions.**

19.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

19.2 **Mutual Drafting.** This Agreement shall be interpreted and construed as drafted mutually by both parties.

19.3 **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.

19.4 **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.

- 19.5 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.
- 19.6 Effective Date. The Effective Date of this Agreement is the date signed by the Real Estate Director of the Department of Technology, Management & Budget.
- 19.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Landlord and Tenant.
- 19.8 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.

## **20. Attachments.**

- 20.1 Attachment A – Premises
- 20.2 Attachment B – Alterations and Improvements
- 20.3 Attachment C – Floor Plan
- 20.4 Attachment D – Janitorial Standards

IN WITNESS WHEREOF, the parties to this Agreement subscribe their names on the date set forth below.

Witness:

**Landlord:**

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

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

Witness:

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

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

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

Witness:

Tenant: Department of Technology, Management & Budget

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Robert M. Burns  
Interim Director, Real Estate Division  
Department of Technology, Management & Budget

Form Updated: 10-21-2010