

MONTH-TO-MONTH AGREEMENT

Between

A , As Landlord

and the

State Of Michigan, As Tenant

THIS MONTH-TO-MONTH AGREEMENT ("Agreement") is entered into pursuant to 1983 AACRS 18.504(4) by and between , a , as ("Landlord"), whose address is , , and the State of Michigan, by the Department of Management and Budget, whose address is 530 W. Allegan Street, Lansing, MI 48933, on behalf of the Michigan **Department of Labor and Economic Growth, Michigan Rehabilitation Services**, ("Tenant"), and establishes the following terms, conditions, performance obligations, and covenants between the parties.

WITNESSETH:

The parties, for the considerations herein mentioned, agree as follows:

1. **DESCRIPTION OF THE PREMISES.** Landlord hereby rents to Tenant approximately usable square feet of **office, ground floor space and three (3) standard parking spaces and one (1) handicap parking space** on the grounds of the property commonly known as , (the "Premises") as further described in Attachment A to this Agreement. The Premises are to be used by the Tenant exclusively for the purposes of providing **Department of Labor and Economic Growth** programs to State of Michigan clientele.
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. Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease 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).
4. **SERVICES BY THE TENANT.** The Tenant shall furnish the following at its own expense:
 - 4.1 Deleted, Not Applicable
 - 4.2 Deleted, Not Applicable
 - 4.3 Deleted, Not Applicable
 - 4.4 Deleted, Not Applicable

4.5 **Deleted, Not Applicable**

4.6 **Deleted, Not Applicable**

4.7 Telecommunication services.

4.8 **Deleted, Not Applicable**

5. **SERVICES AND RESPONSIBILITIES OF THE LANDLORD.** Landlord shall furnish the following at its own expense:

5.1. All exterior and interior maintenance of the Premises as well as all maintenance and repairs 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.

5.2. Heat and air-conditioning maintained at a temperature of 68 degrees Fahrenheit, dry bulb, minimum (maximum 30% relative humidity) in winter and 78 degrees Fahrenheit, dry bulb, maximum in summer.

5.3. Electric service for lights, office machines, and all other electrical equipment. Lighting to be a minimum of 50-foot candles, maintained at desk level.

5.4. Hot and cold water for restrooms. Provide water well and septic system where required.

5.5. 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.

5.6. Provide and maintain any equipment required by the Fire Inspector for fire prevention and safety.

5.7. Pay all real estate taxes and special assessments, if any.

5.8 All utilities serving the Premises, including water, sewer, gas, electricity and/or steam.

5.9 Replacement of light bulbs and tubes as needed.

5.10 Janitorial services and supplies as described in Attachment B

5.11 Snow removal from driveways, steps, porches and walkways.

5.12 Removal of trash and refuse from the Premises.

5.13 Pest Control.

5.14 Alarm service, **if any**.

6. **ASSIGNMENT AND SUBLETTING.** Tenant shall neither assign nor sublet the Premises without the advance written consent of the Landlord, other than in the normal course of allowing Tenant's employees and guests to park motor vehicles at the Premises.

7. **ALTERATIONS.** No alterations, modifications, or improvements shall be made to the Premises without the written consent of the Landlord. 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.

8. **CODES AND PERMITS.** Landlord shall comply with all applicable codes and obtain any necessary permits in connection with its use of the Premises.
9. **DAMAGE.** 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.
10. **ENVIRONMENTAL.** - The Landlord and Tenant mutually agree that they shall not release on, in, or below the Premises any hazardous substance. The Tenant assumes responsibility to the extent provided by law, for a release or threatened release of a hazardous substance by the Tenant. The Landlord shall not indemnify or defend the Tenant if the release or threatened release is caused solely by the Tenant.
11. **LIABILITY INSURANCE.** The Landlord shall, at Landlord's expense, during the term of this Agreement, insure the premises with general liability insurance naming the State, its several departments, boards, agencies, commissions, officers, and employees, as an additional insured 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 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 with a certificate of insurance, naming the State, its several departments, boards, agencies, commissions, officers, and employees as an additional insured party, within thirty (30) calendar days following execution and delivery of this Agreement to Tenant. This provision shall not apply to liability for damages arising out of bodily injury to any person or damage to property of others resulting from the sole negligence of the State, its several departments, boards, agencies, commissions, officers and employees. The policy insurance shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Landlord and the State.
12. **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.
13. **CANCELLATION RIGHTS.** This Agreement may be cancelled by the Tenant upon thirty (30) days written notice to the Landlord delivered either in person or by certified mail, return receipt requested, 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, from time to time, in writing for the delivery of notices under this Agreement. The following contingency provisions may also apply:
 - 13.1. This Agreement may be cancelled by the Tenant provided the Landlord is notified in

writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

- 13.1.1. The Landlord or any subcontractor, manufacturer or supplier of the Landlord appears in the register compiled by the Michigan Department of Consumer and Industry Services (or its successors) pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).
- 13.1.2. The Landlord or any subcontractor, manufacturer or supplier of the Landlord is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act).
- 13.1.3. The Landlord fails to maintain the Premises in accordance with Section 5.

- 14. **QUIET ENJOYMENT.** Tenant, upon payment of the aforementioned rent and the performance of the conditions outlined herein may peacefully and quietly have, hold, and enjoy the Premises - providing Tenant's use of the Premises shall at no time interfere with the operations of the Landlord in the same and adjacent facilities belonging to the Landlord. Landlord may access the Premises as needed to perform its responsibilities under this Agreement and to make reasonable inspections of Landlord's property.
- 15. **NOTICES.** Any notice due the Tenant shall be complete if submitted in writing and transmitted by certified or registered mail return receipt requested. Unless changed by the Tenant, notices shall be transmitted to:

Director
Real Estate Division
Michigan Department of Management and Budget
P.O. Box 30026
530 West Allegan Street
Lansing, Michigan 48909

Any notice due the Landlord shall be complete if submitted in writing and transmitted be certified or registered mail return receipt requested. Unless changed by the Tenant, notices shall be transmitted to:

Attention:

,

Notices either issued or received shall be deemed effective as of 12:00 noon Lansing, Michigan time on the third business day following the date of mailing. 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.

16. **MISCELLANEOUS PROVISIONS.**

- 16.1. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- 16.2. **MUTUAL DRAFTING.** The Agreement shall be interpreted and construed as drafted mutually by all parties.
- 16.3. **ENTIRE AGREEMENT AND ENCLOSURES.** 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.
- 16.4. **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.
- 16.5. **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.
- 16.6. **EFFECTIVE DATE.** The effective date of this Agreement shall be .
- 16.7. **BINDING EFFECT.** This Agreement shall be binding upon and to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant.
- 16.8. **REQUIRED APPROVALS.** This Agreement shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Landlord and the Tenant.

Attachment A: page(s), floor plan/legal description
Attachment B: page(s), janitorial schedule

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

Witness:

Signature

Print Name: _____

Landlord:

Signature

Date: _____

Print Name: _____

Title: _____

Federal ID#: _____

Witness:

Signature

Print Name: _____

Tenant: Department of Labor and Economic Growth

Signature

Date: _____

Print Name: _____

Title: _____

Witness:

Signature

Printed Name: _____

Tenant: Department of Management and Budget

Date: _____

Terri L. Fitzpatrick

Director, Real Estate Division

For: Lisa Webb Sharpe

Director, Department of Management and Budget