



Agreement #11992-2018

## RENTAL AGREEMENT

Between

TBD

A

and the

State Of Michigan

THIS RENTAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **TBD**, a \_\_\_\_\_, as Landlord, whose address is \_\_\_\_\_, 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 **Transportation (MDOT)**, 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 approximately \_\_\_\_\_ usable square feet of office space, as further described in Attachment "A" to this Agreement, in the building commonly known as \_\_\_\_\_, MI \_\_\_\_\_ (the "Premises"). The Tenant shall further have non-exclusive use of the parking areas, entrances, hallways, and the restroom facilities 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 \_\_\_\_\_ and \_\_\_\_\_ /100 Dollars (\$ \_\_\_\_\_) per month. Rent consideration installment payments shall be made during the month for which the installment applies.

2. Term - The term of this Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_, subject to the cancellation provisions of this Agreement.

3. 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.

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.

Upon cancellation or termination of this Agreement, the Tenant shall clean the Premises to "broom-clean condition", and shall remove all Tenant furnishings from the Premises. 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 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.
- 5.2 Electric service for lights, office machines, and all other electrical equipment. Lighting to be a minimum of 50-foot candles, maintained at desk level. Replacement of light bulbs and tubes as needed.
- 5.3 100% payment for metered public utilities used for heating, cooling, 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 Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Attachment "B".
- 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 Kitchen/break-room access
- 5.10 Commercial grade, heavy duty locking hardware. Prior to Tenant possession, all doors providing access to the Premises shall be rekeyed and two (2) keys per lock combination shall be provided to the Tenant.

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

- 6.1 Telecommunication & Internet services, desk-top telephones, usage of printer/copier/fax machines
- 6.2 Desktop supplies, postage, and office equipment/furniture (if applicable).
- 6.3 The Tenant shall be permitted to display necessary signage with the prior written consent of the Landlord, which shall not be unreasonably withheld, in a manner consistent with the decor of the facility at the Tenant's expense. The Tenant shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees, if 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. Landlord is to provide a list of telephone numbers (ESCR form) to call for maintenance services, including a number for window breakage, if needed.
- 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 or clients.

- 7.3 The Tenant shall be responsible for the following repair and maintenance operations: **NONE**.
- 7.4 Alterations & Improvements - No future alterations or improvements shall be made to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. At the termination of the Agreement, all such alterations and improvements to the Premises shall become the property of the Landlord, unless otherwise agreed in writing. Any alterations or improvements being made under this Agreement are described in Attachment "C", if 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 - Landlord shall provide to Tenant, Annual written inspections, submitted within thirty (30) days of completion, certifying the fire alarm, fire extinguishers, emergency exit lighting, and fire sprinkler system (as applicable) are in proper working condition.
- 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 7.1, 8.2, 8.3, 8.4 and 8.6, ten percent (10%) 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 - Landlord shall provide to Tenant a legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in Section 7.4, submitted within thirty (30) days of completion.

## 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 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:

Landlord	Tenant
	Director, Real Estate Division
Attn:	Department of Technology, Management & Budget
	<i>For private carrier delivery:</i>
	3111 W. St. Joseph Street
	Lansing, MI 48917
E-mail:	<i>For U.S. Postal Service delivery:</i>
Telephone:	P.O. Box 30026
Fax:	Lansing, MI 48909
	<b>Copy to the Department of Transportation</b>
	Attn:

The notice shall be deemed 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 Real Estate 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 - The Tenant, through its Department of Technology, Management & 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 the necessity of obtaining consent of the Landlord.
- 11.10 Supersede and Terminate - This Agreement supersedes and terminates all prior Agreements between the Landlord and Tenant for the Premises herein described upon the Effective Date of this Agreement.

**12. Attachments -**

- 12.1 Attachment "A" – Floor Plan, page(s)
  - 12.2 Attachment "B" – Janitorial standards, page(s)
  - 12.3 Attachment "C" – Remodeling/construction specifications, page(s),
- .....

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 Transportation (MDOT)

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

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

Witness:

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

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

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