



Agreement #11987-2018

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 _____, as Landlord, whose address is _____, and the State of Michigan, by and for the Department of Technology, Management & Budget (DTMB), whose address is 3111 W. St. Joseph Street, Lansing, MI 48917, as Tenant, and establishes the following terms, conditions, performance obligations, and covenants between the parties:

1. Premises & Rent –

- 1.1 Landlord hereby rents to the Tenant **250 Parking spaces** (100 Reserve spaces and 150 Random Reserve spaces), as further described in Attachment "A" to this Agreement, in the Parking Structure commonly known as _____, at _____, MI _____ (the "Premises").

Subject to the terms and conditions of this Agreement, the Tenant shall be permitted to use the Premises on a 24-hour basis, seven (7) days a week. With the non-exclusive use of the common elements appurtenant to the Premises including entrances, ramps, stairwells, elevators, and any elevated enclosed pedestrian bridge. Temporary overnight parking and motor pool overnight parking will be permitted in the Premises. The Premises shall not be used for the repair, maintenance or long-term storage of vehicles.

a) The Tenant shall have the option to submit a written request to the Landlord for 25 additional Random Reserve Parking spaces only (for an overall total of 275 spaces), with the written consent of the Landlord, which shall not be unreasonably withheld, in the Premises during the term of this Agreement, at the Tenant's current rental rate per parking space, and under the same terms and conditions found in this Agreement.

b) The Tenant shall have the option to submit a written request to the Landlord for 25 additional Random Reserve Parking spaces only (for an overall total of 300 spaces), with the written consent of the Landlord, which shall not be unreasonably withheld, in the Premises during the term of this Agreement, at the Tenant's current rental rate per parking space, and under the same terms and conditions found in this Agreement.

- 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 **May 1, 2018** and ends on **April 30, 2019**, 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.
5. **Services and Responsibilities of Landlord** - Landlord shall furnish the following at its own expense:
- 5.1 Electrical power distribution system throughout the Premises, for the operation of all equipment.
 - 5.2 100% payment for metered public utilities used for heating, cooling, illumination, power and water and/or sewer used in the premises.
 - 5.3 Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority.
 - 5.4 Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.
 - 5.5 Trash removal from wastebaskets, dumpsters, or equivalent containers.
 - 5.6 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.
 - 5.7 Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Landlord shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this illumination.
 - 5.8 Access Cards and Control Systems: Only designated Tenant representatives (DTMB Parking Office) shall have authority to request parking under this agreement from the Landlord. The Landlord will work with the DTMB Parking Office representatives and send an e-mail to parking@michigan.gov 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. A report containing a cardholder's name, card number and the last use date will be generated within 72 hours of a request from and provided to the DTMB Parking Office representatives in an electronic form as a Microsoft Excel spreadsheet.
 - 5.9 On-site security will be provided from 6:00 a.m. through 6:00 p.m., Monday through Friday, but not for State of Michigan governmental holidays.

6. **Services and Responsibilities of Tenant** - Tenant shall furnish the following at its own expense:
- 6.1 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 current list of telephone numbers (ESCR form) to call for maintenance services, 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 - 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 - 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, and 8.4, fifteen percent (15%) 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) 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
	Copy to the Department of Technology, Mgmt. & Budget
	DTMB-Building Operations Division
	Attn: Building and Parking Services
	P.O. Box 30026
	Lansing, MI 48909

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 – Deleted, Not Applicable
- 11.11 Random Reserve Parking - Parking provision where the Tenant is permitted to park in the common area of a parking structure, but is not assigned a specific parking space.
- 11.12 Reserved Parking - Parking provision where the Tenant is to park in a Tenant-only specific parking area within a parking structure.

12. Attachments -

- 12.1 Attachment "A" – Floor/Site Plan(s), page(s)
- 12.2 Attachment "B" – Deleted, Not Applicable
- 12.3 Attachment "C" – Deleted, Not Applicable

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 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
Director, Real Estate Division
Department of Technology, Management & Budget