

RESIDENTIAL BUILDING RENTAL AGREEMENT

Distribution: Finance, Lansing, Region, Tenant

“NOTICE: Michigan law established rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have any question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.”

MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE STATE OF MICHIGAN POLICIES PROHIBIT DISCRIMINATION AGAINST PERSONS BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, MARITAL OR FAMILIAL STATUS, OR DISABILITY IN THE SALE OR RENTAL OF PROPERTY.

It is hereby agreed that the Michigan Department of Transportation, hereinafter, “DEPARTMENT”, does hereby rent to _____, hereinafter “TENANT”, the following state-owned property located at _____, and more particularly described in the attached legal description and sketch, for a term beginning _____ for a month-to-month tenancy. This agreement, unless terminated earlier as provided herein, shall expire _____.

RENT

TENANT agrees to pay \$ _____ per month beginning _____. Payment for the first month’s rent shall be made at the time of execution of this agreement by the TENANT. Subsequent payments will be due on the 1st day of each succeeding month and will be made by money order or check to the State of Michigan, Michigan Department of Transportation. Mail payments to the Financial Operations Division, P.O. Box 30648, Lansing, Michigan 48909. Payments must include the Control Section, Parcel and Tracts Numbers to insure proper credit. First and last months payments for less than 30 days shall be prorated.

FAILURE TO PAY RENT

Rent is to be paid by the TENANT to the DEPARTMENT on or before the first day of each month, beginning on _____. Lat charges will be assessed on the 10th day of the month. Payments received on the 10th day through the end of each month will be assessed a late charge in the amount of \$ _____ due and payable at the time the monthly payment is received. Please allow 7 days for mailing payments to insure that late charges are not assessed. Unpaid late charges will become part of the rent and the TENANT may be served a 7 day notice-to-quit if late charges are not paid in a timely fashion.

OCCUPATION OF PREMISES

Said premises shall be used for private residential purposes only and shall be occupied by the following individuals only:

| | |
|--|--|
| | |
| | |
| | |

TENANT agrees not to rent, sublease or allow use by any persons other than those designated above as tenants.

The parties mutually agree that this agreement is subject to the provision of Act 189 of 1953 as amended (Users of Tax Exempt Property).

TENANT’S DUTY TO MAINTAIN PREMISES

TENANT shall keep the premises in a clean and sanitary condition and shall otherwise comply with all Federal, State and Local ordinance, regulations and laws. Regular maintenance and repairs up to \$100.00 are the sole responsibility of the TENANT and shall be made without cost to the DEPARTMENT. All other repairs must be authorized in writing by the DEPARTMENT. Reimbursement to the TENANT for such repairs may be made for materials only unless such work is performed by a licensed contractor. The DEPARTMENT, at its sole discretion, will determine what constitutes a major or minor repair. In order to prevent misunderstandings or delays in having any necessary repairs made, the TENANT agrees to promptly notify the DEPARTMENT in writing of any condition which interferes with the lawful use or enjoyment of the premises which is our obligation to repair or maintain.

TENANT will not store radioactive, toxic, inflammable or poisonous materials, explosives, or other dangerous or hazardous materials on the said premises and will not permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from the premises.

INSPECTION OF PROPERTY BY OWNER

TENANT agrees to make the premises available for inspection by authorized DEPARTMENT personnel or interested parties at any reasonable hour of any day in the term on the tenancy with 24 hours notice. Such inspections are made for the government owner’s own purposes and uses and shall not relieve the TENANT of its duties and obligations under the terms and this agreement.

| TRACT | CONTROL SECTION | PARCEL | JOB NUMBER |
|-------|-----------------|--------|------------|
| | | | |

UTILITIES AND SERVICES

TENANT shall be responsible for all services commonly known and designated as public utilities and the securing of deposits and payments for all such obligations. All utilities shall be contracted for in the name of the TENANT and shall be paid when due.

TENANT is responsible for all rubbish removal, snow shoveling, mowing and yard maintenance, and shall keep the premises in a clean and sanitary condition.

ALTERATIONS

TENANT must not make any alterations, additions or improvements to the premises that would not reasonably be expected in the normal course of habitation of the premises and that would cause the DEPARTMENT to incur costs to restore the premises without the prior written consent by the DEPARTMENT.

NOTICE OF TERMINATION

TENANT agrees to vacate the premises upon thirty (30) days written notice. Upon termination of this agreement, TENANT shall vacate the premises, remove all personnel property, return all keys and leave the premises in a clean and sanitary condition.

TENANT understands and agrees when the TENANT vacates the premises either at will or at the request of the DEPARTMENT, the DEPARTMENT will not be obligated to provide, and the TENANT will not be entitled to receive, relocation assistance and benefits.

SECURITY DEPOSIT

Upon execution of this agreement, the TENANT shall pay the DEPARTMENT a security deposit of \$ _____ which will be held by the Department's Financial Operations Division. Said security deposit remains the property of the TENANT and may not be used by the DEPARTMENT except for actual damages to the rental unit that are a direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent as provided in Public Acts 348 of 1972.

DEPARTMENT shall give the TENANT two blank copies of a rental inventory checklist that shall include all items in the unit owned by the DEPARTMENT. Said list must be completed by the TENANT within seven (7) days after moving into the premises. The TENANT must keep a copy and send a copy to the DEPARTMENT.

The tenant shall notify the landlord in writing at the address given under section 4 within 4 days after termination of his occupancy of an address at which communications pursuant to this act may be received. Failure to comply with this requirement relieves the landlord of the requirement of notice of damages but does not prejudice a tenant's subsequent claim for the security deposit.

PETS

TENANT shall pay the DEPARTMENT a non-refundable pet deposit of \$200 if TENANT has pets in the premises.

INDEMNIFICATION & LIABILITY INSURANCE

The TENANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement/Permit, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The TENANT must provide liability insurance for said premises in the amount of \$ _____ with the Michigan Department of Transportation named as additional insured.

Any notice or other communication to the Department shall be directed to the Michigan Department of Transportation, Real Estate Division.

Although duly executed, this agreement will not be binding on the parties until accepted by the Department.

| | |
|---------------------------------------|------|
| TENANT'S NAME AND SIGNATURE | DATE |
| TENANT'S NAME AND SIGNATURE | DATE |
| ACCEPTED BY (Region Property Analyst) | DATE |