

SPARTAN VILLAGE LEASE AGREEMENT



NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A 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 State University (hereafter the “University” or “Landlord”) rents to _____ (hereafter the “Tenant”), and Tenant will pay reasonable rent for the Apartment (as defined below) pursuant to the terms of this Lease Agreement (the “Lease”).

1. Tenant Eligibility. Only MSU students and MSU faculty and staff may be tenants of Spartan Village apartments; however, spouses, domestic partners, and children of MSU students, faculty and staff may reside in a University apartment with an eligible tenant.

- a. Students eligible to be a tenant in a University apartment must be: (i) an undergraduate student in a degree-granting program enrolled for two (2) out of three (3) semesters during the academic year and registered for a minimum of eight (8) credit hours in each semester; or (ii) a graduate student in a degree-granting program enrolled for two (2) out of three (3) semesters during the academic year and registered for at least four (4) credit hours during each such semester; or (iii) a graduate student enrolled in a degree-granting program and actively engaged in research and writing a dissertation, or an internship, residency, or post-doctoral program.
- b. Faculty eligible to be a tenant in a University apartment must be a full-time professor, associate professor, assistant professor, instructor, visiting scholar, post-doctoral scholar, or support staff belonging to the Administrative Professional Association, Administrative Professional Supervisors Association, or Fraternal Order of Police (members of other bargaining groups, including AFSCME Local Union 1585, the Clerical Technical Union, and Skilled Trades Local No. 999 are not eligible for housing). Faculty/staff are limited to a maximum residency of three (3) years.

2. Apartment. Landlord leases to Tenant the dwelling located at _____ (insert street address), _____ (insert apartment number), East Lansing, Michigan 48823 (the “Apartment”). If the Apartment is furnished, all furnishings in a furnished Apartment are part of the Apartment. Tenant has received a move-in inventory checklist and will return a completed copy of it to University within _____ () days after receiving it. The Apartment is conclusively presumed to be in good condition at move-in, unless Tenant specifies objections on the move-in inventory checklist. Such objections are not a request for repairs. _____ initials/date

3. Term and Possession. The term of the Lease runs from _____ (Month) _____ (Day), 20____ at ____ o'clock [a.m. / p.m.] to May 15, 20____ at ____ o'clock [a.m. / p.m.] (the “Term”). Possession will be provided only after initial rent amount of \$650 (the “Initial Rent”) is paid. If no Tenant takes possession on the day it is to be provided and if by that day no Tenant has notified Landlord in writing that they will take possession on a later day, Landlord may presume conclusively that Tenant(s) have abandoned the Apartment and re-rent it. If the Apartment is not ready for occupancy when the Term commences, Landlord’s sole liability to Tenant is abatement of Tenant’s rent, in the same percentage that the Apartment is not ready for occupancy, from the date the Term commences to the date the Apartment is ready for occupancy, which date is at Landlord’s exclusive determination. _____ initials/date

4. Rent. All rent herein is reserved, and Tenant shall pay University rent for the Term of \$ _____ [insert total amount of rent due under Term of Lease] (the “Total Rent”), plus all other rent that becomes due under this Lease. Rent shall be paid in consecutive monthly installments of \$ _____ [insert amount equal to Total Rent divided by number of months in Term] (the “Monthly Rent”), due on the first of each month, beginning with the second month, except that the first and last month’s rent shall be prorated if for less than a full monthly period. If Tenant is a single student residing in the Apartment with another single student co-tenant, rent shall be paid by Tenant in the amount of \$ _____ (the “Co-Tenant Monthly Rent”), due on the first of each month, beginning with the second month. Notwithstanding the foregoing, the Tenant and each single student co-tenant shall remain jointly and severally liable for the Total Rent due under the Lease. Rental rates are subject to change at each lease renewal upon approval by the MSU Board of Trustees. Tenants will be given not less than forty-five (45) days’ notice of any increase in rent prior to implementation. Tenants who receive a faculty/staff appointment while residing in Spartan Village Apartments, and any co-tenant residing with the tenant that receives a faculty/staff appointment, shall be required to pay faculty/staff rental rates effective the date of the appointment. Changes in rental rates due to Tenant and/or co-tenant faculty/staff appointment do not require advance notice. _____ initials/date

5. **Place of Payment.** Payments may be made at the MSU Cashiers Office, 110 Hannah Administration Building, or mailed to Michigan State University, Student Accounts, 16625 Collections Center Drive, Chicago, IL 60693-6625. Rent shall be deemed paid only when actually received by the University. (_____) initials/date

6. **Late Fees and Other Costs.** Tenant shall pay a late fee to the University of twenty-five dollars (\$25.00) when an account is not current by the first day of each month. Partial payment of rent due does not abate late fees. Tenant shall pay to University all costs, expenses and attorney's fees incurred by the University in and about the enforcement of the covenants and agreements of this lease as provided by applicable court rules, statutes or ordinances. (_____) initials/date

7. **Application of Tenant's Money.** Money (other than the nonrefundable application fee) received by University from Tenant (or on Tenant's behalf) shall be applied to Tenant's account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenant; fifth to deposits or portions thereof due from Tenant; sixth to charges, fines, and assessments against Landlord caused by Tenant; seventh to Rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision. (_____) initials/date

8. **Default and Remedies.** Tenant's noncompliance with any covenant of this lease is a default. If Tenant defaults, University may have all remedies legally permitted, including termination of this tenancy and declaring all remaining rental installments immediately due and owing. Tenant shall reimburse University for all legal fees, costs, and expenses legally recoverable and for all damages caused by Tenant's default, including costs of rerenting the Apartment, such as showing, advertising, and preparing the Apartment; all lost rent for the remainder of the Term and succeeding terms for which Landlord and Tenant have a lease and for which Landlord does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenant's debt, from the date Tenant vacates. Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize its damages, and either party may have a court determine the actual amount owed. If other Apartments owned or managed by University are available for lease, it shall not be unreasonable for Landlord to lease them before Tenant's Apartment. From the date of execution, time is of the essence of this Lease. If University terminates this tenancy or obtains a judgment against Tenant for possession that is not redeemed, all renewals, lease extensions, or leases for a future term that Landlord and Tenant have executed, or to which they have agreed, are canceled. (_____) initials/date

9. **Utilities.** The University shall pay all reasonable charges related to gas, water, heat, electricity, garbage removal, and local telephone service. Major appliances that place additional demand upon utility services are prohibited. Such appliances include, but are not limited to, washing machines, clothes dryers, food freezers, and air conditioners. If Tenant requires the installation of an air conditioner for health related reasons, Tenant must first obtain prior written permission by the Spartan Village Apartments Leasing Office. Failure to adhere to this provision shall first result in a warning and assessment of a fifty dollar (\$50.00) administrative fee. A second violation may result in default under the Lease and the University's pursuit of available remedies, including eviction. (_____) initials/date

10. **Occupancy.** The Apartment shall be occupied solely for residential purposes by Tenant, any eligible co-tenant, and the spouse or domestic partner and any children of Tenant. Unless otherwise agreed in writing, Tenant may accommodate guests for reasonable periods, up to fourteen (14) days, during the Term. The maximum number occupancy of a one-bedroom apartment is two (2) persons. The maximum occupancy of a two-bedroom apartment is five (5) persons. (_____) initials/date

11. **Pets.** No pets are allowed in the Apartment at any time except non-carnivorous fish in aquariums no larger than thirty (30) gallons. This prohibition includes, but is not limited to, dogs, cats, birds, hamsters, gerbils, guinea pigs, rats, mice, and reptiles. Service animals may be kept in the Apartment upon Tenant's compliance with the MSU Policy, Guidelines and Procedures for Residents with Service Animals in University Housing. Failure to adhere to this provision shall constitute a material breach of this lease. Failure to adhere to this provision shall first result in a warning and assessment of a fifty dollar (\$50.00) administrative fee. A second violation may result in default under the Lease and the University's pursuit of available remedies, including eviction. (_____) initials/date

12. **Health and Safety.** If Tenant causes, or allows to be caused, a serious and continuing health hazard or an imminently dangerous situation, that may result in physical injury or property damage in the Apartment or on the premises, the University may terminate this Lease on 24 hours' written notice. (_____) initials/date

13. **Controlled Substances.** Tenant, a member of Tenant's household, or other person under Tenant's control shall not unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance (as defined pursuant to MCL 600.5714(b)) or violate University policy prohibiting the use or possession of illegal drugs, including medical marijuana, in the Apartment. Students or employees who violate University policy prohibiting the use or possession of illegal drugs on campus are subject to disciplinary action through the appropriate disciplinary process. In the event this section is violated and a formal police report is filed, the University may terminate this Lease on 24 hours' written notice. (_____) initials/date

14. Firearms/Weapons. The possession or use of any firearm or weapon, chemical or otherwise (including air rifles and BB guns), is prohibited on University property, including all Spartan Village Apartments. Tenant shall store all firearms or weapons with the Michigan State University Police Department. () initials/date

15. Inspection and Repairs. Authorized University personnel may enter the Apartment at reasonable hours for the purpose of inspection, inventory, maintenance, pest control, repairs or as deemed necessary by the University upon twenty-four (24) hours' notice. Said notice is not required in the event of any health or safety emergency, building evacuation, or abandonment of the apartment. Tenant agrees to waive the 24-hour notice requirement and consents to University personnel entering the apartment when the Tenant has requested service. Tenant shall be responsible for all costs related to repairs attributable to the willful act or negligence of the Tenant, a member of Tenant's household, or other person under Tenant's control. Tenant shall complete an Apartment Condition Report and submit it to the Spartan Village Apartments Leasing Office within seven (7) days after obtaining keys to the Apartment. Failure to complete and return such form within the time specified shall be conclusive evidence that the Apartment was in good order and satisfactory condition when Tenant took possession. () initials/date

16. Alterations. Tenant shall make no alterations or additions to the Apartment or install, attach, connect, or maintain in the Apartment or any part of the building, interior or exterior, major appliances or devices of any kind without the prior written consent of the Spartan Village Apartments Leasing Office. () initials/date

17. Joint and Several Liability. If more than one person signs a lease for the same Apartment as a tenant, each tenant shall be jointly and severally liable for all obligations of the lease. This means that each tenant is responsible not only for his/her individual obligations, but also for the obligations of all other tenants. This includes paying rent and performing all other terms of the Lease. A judgment entered against one or more tenant(s) does not bar an action against the others. () initials/date

18. Termination. If Tenant desires to terminate this Lease before the Term ends, the Tenant must submit an Apartment Lease Release Application to the Spartan Village Apartments Leasing Office. Submitting an Apartment Lease Release Application does not guarantee that the Lease will be terminated. If less than 30 days remain in the Term, Spartan Village Apartments Leasing Office will not approve an Apartment Lease Release Application. Tenant must demonstrate that significant changes have taken place in his/her circumstances since signing the Lease before the Apartment Lease Release Application is approved. Tenant's change of status to a part-time student after signing the Lease may constitute a significant change in circumstance. A lease that is terminated early due to Tenant's change of status to a part-time student will be reinstated if Tenant subsequently enrolls as a full-time student (with eight (8) or more credits) during the same academic year; provided however, that the Tenant may be reassigned to a similar apartment. () initials/date

19. Lease Renewal. If Tenant desires to renew the Lease, Tenant shall sign and submit a new lease agreement to the Spartan Village Apartments Leasing Office forty-five (45) days (in other words, March 31) before the end of the Term. If Tenant fails to timely submit a signed lease agreement for renewal, the University reserves the right to assign the Apartment to someone else. Neither the Tenant nor the University has any obligation to renew this Lease. Tenant may, upon prior written approval by the Spartan Village Apartments Leasing Office, extend the term of Tenant's occupancy after the expiration of the Term for a period of thirty-one (31) days, at the daily rate plus ten dollars (\$10.00) per day. Tenant shall seek approval of the Spartan Village Apartments Leasing Office for such extension no later than May 1 of the then current Term. University has no obligation to extend the term of Tenant's occupancy. Tenant understands and agrees that Tenant shall be obligated for rent for the lease extension in the amount of \$310.00 plus the applicable Monthly Rent. Tenant shall vacate the Apartment upon the expiration of the extension (in other words June 15). () initials/date

20. Return of Possession. Upon termination of this Lease without Renewal or Spartan Village Apartments Leasing Office written approval for a Lease extension, by lapse of time or otherwise, Tenant is not permitted to holdover and shall return all keys and yield up immediate possession of the Apartment to the University on or before the date Tenant is required to vacate. TENANTS FAILING TO DO SO WILL BE DEEMED TRESPASSERS and possession thereafter shall constitute a forcible detainer. Tenant shall pay the University a daily rate equal to one hundred and fifty percent (150%) of the rent in effect at the time of termination of this lease for each day of possession following termination. The University shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants the University and the University shall have such right and license without process of law) to enter the Apartment, to take possession of the Apartment, and to expel and remove Tenant and all property from the Apartment, without relinquishing the University's right to rent or any other right given to the University hereunder or by operation of law. All filing fees and costs incurred by the University in a forcible entry and detainer action against Tenant shall be added to Tenant's rent-due account, and Tenant agrees to pay such expenses. () initials/date

Prior to termination of the Lease, Tenant shall remove all personal belongings from the Apartment (or be charged for the cost of removal, disposal, or storage of such personal belongings) and shall return the Apartment to the University in the same condition as delivered, reasonable wear and tear excepted. The University shall in no event be responsible as a warehouseman, bailee, or otherwise for any property

left in the Apartment or on the premises by Tenant or others, or for the value, preservation, or safekeeping thereof. After thirty (30) days, all property remaining in the Apartment or on the premises shall be deemed abandoned, and the University may dispose of such abandoned property in any manner it chooses. (_____) initials/date

21. **Abandonment.** If during this lease, the University believes in good faith that Tenant has abandoned the Apartment and current rent is unpaid, the University may reenter the Apartment and remove the remaining possessions of Tenant without liability therefor. Abandonment is conclusively presumed if rent is unpaid for thirty (30) days following the due date and (1) a substantial portion of Tenant's possessions have been removed or (2) acquaintances of Tenant or other reliable sources indicate to the Spartan Village Apartments Leasing Office that Tenant has left without intending to reoccupy the Apartment. If Tenant abandons or surrenders the Apartment at any time and leaves personal property, the University may dispose of it however the University chooses after thirty (30) days, and Tenant shall reimburse the University for all costs incurred in that regard. (_____) initials/date

22. **Under-Assigned Apartment.** If a tenant who is jointly and severally liable under a lease vacates a two-bedroom apartment before the lease term end date, the remaining tenant shall have the option to: (1) occupy the two-bedroom apartment as the sole tenant and pay the full two-bedroom apartment rental rate; (2) find a person eligible to reside in Spartan Village Apartments to occupy the second vacant bedroom, who will sign a lease and become a tenant for the remaining lease term; or (3) relocate to a one-bedroom apartment, if available, or to a vacant second bedroom in a two-bedroom apartment. The remaining tenant must select one of these options and inform the University of the selected option within five (5) business days after the vacating tenant abandons the apartment. If the remaining tenant fails to timely respond, the remaining tenant will be assumed to occupy the two-bedroom apartment as a sole tenant and shall be responsible for paying the two-bedroom apartment rental rate. Relocating expenses incurred with respect to options (2) or (3) described above are the responsibility of the remaining tenant. The University is not required to assign a vacant second bedroom to another eligible tenant, but maintains the right to do so. If it does, the University will provide a minimum of three (3) days' notice prior to assigning the vacant second bedroom to another eligible tenant. Tenant is not permitted to terminate this lease or relieve themselves of obligations herein due to claims of conflict or incompatibility with another resident or tenant. (_____) initials/date

23. **Subletting.** Tenant shall not sublet the Apartment, nor any part thereof, nor assign this Lease. (_____) initials/date

24. **Reassignment.** The University reserves the right to reassign Tenant to a similar apartment upon thirty (30) days prior written notice, when extensive renovations or repairs are needed in Tenant's current Apartment or for other purposes related to health or safety as deemed necessary by the University. (_____) initials/date

25. **Use and Quiet Enjoyment.** Tenant shall comply with all applicable laws and ordinances; use the premises for residential purposes only; and refrain from all conduct that unreasonably disturbs other tenants, the University, or neighbors of the building. No business of any sort shall be located in or conducted from the Apartment. No signs, advertisements or notices may be inscribed or affixed on any part of inside or outside of the Apartment or building premises. Tenant shall be entitled to the quiet enjoyment of the Apartment throughout this lease so long as Tenant complies with its covenants. Any violation of this provision shall constitute a material breach of this Lease, and this Lease may be declared forfeited as to Tenant, at the University's option, and result in the initiation of eviction proceedings. (_____) initials/date

26. **Maintenance.** Tenant agrees to perform the following obligations during the term hereof: (1) maintain the Apartment and appurtenances, including all furniture and furnishings, if any, provided by the University, in a clean, sanitary and safe condition; (2) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner into the refuse receptacles provided; (3) properly use and operate all furnishings, appliances, electrical, gas and plumbing fixtures; (4) immediately notify the Spartan Village Apartments Leasing Office when there is a need for the University to perform repairs or maintenance; (5) keep materials out of the Apartment or building that cause a fire or safety hazard and comply with reasonable requirements of the University; (6) keep all areas outside the Apartment, including but not limited to, stairways, landings, walkways, and balconies clean and clear of snow, ice, and unapproved personal possessions or obstructions; (7) not destroy, deface, damage, impair, nor remove any part of the furnishings, Apartment or building facilities, equipment or appurtenances thereto; and (8) prevent any person in the Apartment or building with Tenant's permission from violating any of the foregoing obligations. Tenant shall pay and be liable to the University for all damages to and replacement of the Apartment and premises, in any way caused or made necessary by Tenant, other permitted occupants, guests and invitees. (_____) initials/date

27. **Parking — Vehicles and Bicycles.** University ordinances require Tenant to register motorized vehicles and bicycles with the Michigan State University Police Department for as long as Tenant resides in on-campus housing. The expense of such registration shall be the responsibility of the Tenant. Guest parking permits are available at the Michigan State University Police Department. Vehicles without current license plates, University registration and/or inoperable vehicles are prohibited and will be towed at the owner's expense. Trailers, campers and recreational vehicles shall not be parked in residential parking areas. (_____) initials/date

28. **Insurance.** The University shall not be liable for any damage, loss, or destruction of personal property of Tenant, other permitted occupants, guests or invitees, from any cause, including acts or omissions of third parties, unless caused by the University or its agents' failure to perform or negligent performance of a duty imposed by law. Tenant is advised to protect himself/herself against possible loss by securing an appropriate personal liability and property insurance policy. UNIVERSITY INSURANCE DOES NOT COVER THE LOSS OR DESTRUCTION OF TENANT'S OR OTHER PERMITTED OCCUPANT'S PERSONAL PROPERTY, NOR DOES IT COVER LOSS OF UNIVERSITY PROPERTY DUE TO TENANT'S OR OTHER PERMITTED OCCUPANT'S NEGLIGENCE OR MISCONDUCT. Full restitution of costs due to such acts will be assessed to Tenant by the University or its insurance carrier. (_____) initials/date

29. **Hold Harmless.** Tenant agrees for himself/herself, his/her heirs, and personal representatives to hold University harmless from all damages, including damages to the Apartment and structure of which it is a part; all lost rents for the Apartment and structure of which it is a part; and all liability that results from their negligent or illegal use of the Apartment and from Tenant's intentional misuse of the Apartment and premises, including common areas of any apartment building. When claims against University's insurance are paid because of acts or omissions of Tenant or Tenant's visitors, guests, or invitees, Tenant will reimburse University for any insurance deductible it pays. (_____) initials/date

30. **Waiver.** Failure by the University to enforce a provision of this lease on one (1) or more occasions is not a waiver of the University's right to enforce the provision. (_____) initials/date

31. **Severability.** A court ruling that a clause of this Lease is invalid or the parties' written agreement that they no longer shall observe one (1) or more Lease provisions, shall not invalidate any other clause of this Lease. (_____) initials/date

32. **Inclusions.** Tenant agrees to abide by and be governed by Michigan State University policies, regulations and ordinances. The University reserves the right to change such policies, rules and regulations as it may deem appropriate and timely. Tenant warrants that all information provided by Tenant in this lease, the apartment application, and any subsequent lease renewals is true, and acknowledges that if any information provided by Tenant in the lease, application or subsequent lease renewals is false, the University, at its option, may terminate the lease upon thirty (30) days written notice. Tenant acknowledges viewing a copy of the "UA Policies and Procedures" handbook at www.liveon.msu.edu/DocumentLibrary and agrees to abide by all policies, rules, regulations, and provisions therein. (_____) initials/date

I have read and understand the entire Lease. I voluntarily agree to all its terms and conditions.

MICHIGAN STATE UNIVERSITY

TENANT

Name: _____
Date: _____

Name: _____
Date: _____

Spartan Village Apartment Leasing Office Use Only

Comments: