

**2018 – 2019 STUDENT 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.

This document, along with the email (the “Lease Email”) sent to you in connection with your online review and execution of this agreement through the Residence Education and Housing Services website (liveon.msu.edu), constitutes your lease agreement (your “Lease”) with MSU. The email sent to you upon your review and acknowledgment of the agreement identifies you as the “Tenant”, Michigan State University as the “Landlord”, and specifies the address of your apartment, the length of this Lease, and the amount of your rent. The remainder of this document provides additional terms and conditions of your Lease with Michigan State University.

1. Tenant Eligibility. Only MSU students may be tenants of apartments located at University Village and 1855 Place. Students eligible to be a tenant in a University apartment must be: (i) an undergraduate student in a degree-granting program registered for a minimum of eight (8) credit hours in each semester; or (ii) a graduate student in a degree-granting program 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. Only spouses, domestic partners, and children of an eligible tenant may reside with an eligible tenant in a unit at the 1855 Place Family Housing Apartments.

2. Apartment. Landlord leases to Tenant the unit located at the address provided in the Lease Email, East Lansing, Michigan 48823 (the “Apartment”). All furnishings in the 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 seven (7) 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.

3. Term and Possession. The term of the Lease runs for the period described in the Lease Email (the “Term”). Possession will be provided only after initial rent amount described in the Lease Email (the “Initial Rent”) is paid. If no Tenant takes possession on the day the Apartment 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 has 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.

4. Rent. All rent herein is reserved, and Tenant shall pay University rent for the Term in the amount described in the Lease Email (the “Total Rent”), plus all other rent that becomes due under this Lease. Rent shall be paid in consecutive monthly installments in the amount described in the Lease Email (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. Rental rates are subject to change upon extension or renewal of the Lease.

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.

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.



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.

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 re-renting 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.

9. Utilities. The University shall pay all reasonable charges related to gas, water, heat, electricity, and garbage removal. Major appliances, such as additional refrigerators and freezers, that place additional demand upon utility services are prohibited.

10. Occupancy. The Apartment shall be occupied solely for residential purposes by Tenant (and in the case of a multi-bedroom Apartment, those additional tenants who have a lease agreement with the Landlord for the Apartment). In the case of an 1855 Place Family Housing Apartment, the Tenant's spouse, domestic partner, or child(ren) may occupy the Apartment with Tenant. Occupancy of a 1 bedroom apartment is limited to three occupants. Occupancy of a 2 bedroom apartment is limited to five occupants. Tenant must report changes in occupancy to Landlord. Guests of a Tenant may stay a maximum of three consecutive days and nights.

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 and assistance animals may be kept in the Apartment upon Tenant's compliance with the Service Animal Policy (<https://www.rcpd.msu.edu/services/serviceanimal>) and the Service/Assistance Animal Policy in University Housing (<https://www.rcpd.msu.edu/download/97>). Failure to adhere to this provision shall constitute a material breach of this lease, which 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.

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.

13. Controlled Substances. Tenant, a member of Tenant's household, or another 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.



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 1855 Place and University Village Apartments. Tenant shall store all firearms or weapons with the Michigan State University Police Department.

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 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.

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 Residential Education and Housing Services.

17. Limited cancellation rights. Tenant who has a reasonable apprehension of present danger to Tenant or Tenant's child(ren) from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

If Tenant has occupied the unit for more than 13 months and Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility or Tenant becomes incapable during the lease term of living independently, certified by a physician in a notarized statement, Tenant may terminate this lease with a 60-day written notice to Landlord.

18. Termination. If Tenant desires to terminate this Lease before the Term ends, the Tenant must submit an Apartment Lease Release Application to the Housing Assignment 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, the Housing Assignment 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.

19. Return of Possession. Unless the Landlord agrees in writing to extend or renew this Lease, upon termination of this Lease, 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.

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.

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20. 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 Residence Education and Housing Services 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.

21. Subletting. Tenant shall not sublet the Apartment, nor any part thereof, nor assign this Lease, nor allow the Apartment to be used in any time-share or "sharing" marketplace.

22. Reassignment. The University reserves the right to reassign Tenant to a similar apartment upon thirty (30) days prior written notice. Said notice is not required in the event of any health or safety emergency, event that requires timely repairs to the Apartment, or event that requires the Landlord to take action to preserve the health or property of the University or residents of University Village or 1855 Place.

23. 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.

24. Maintenance. Tenant agrees to perform the following obligations during the term hereof: (1) maintain the Apartment and appurtenances, including all furniture and furnishings, 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 Residence Education and Housing Services 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, clear of 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.

25. 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.

26. 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.

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27. **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.

28. **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.

29. **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.

30. **Inclusions.** Tenant acknowledges and agrees that the On-Campus Housing Handbook is incorporated by reference and made part of this Lease. 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.

31. **Notice.** Contact information for the Tenant to provide notice Landlord is: Housing Assignment Office, Michigan State University, 219 Wilson Road, Room C101, East Lansing, MI 48825; phone (517) 884-5483, email: liveon@msu.edu.

I have read and understand the entire Lease. I voluntarily agree to all its terms and conditions. I understand that by entering my PID and by clicking "I agree" that:

- I am acknowledging that I am entering into a legally binding lease agreement.
- I am representing that all of the information that I provided online in connection with my lease agreement is true, and I acknowledge that if any information I provided is false, I am in default of my lease agreement.
- I am acknowledging that I have read, understand and agree to the terms of this lease agreement with Michigan State University and I have read the On-Campus Housing Handbook, which is incorporated into this lease agreement by reference. You can access, download or print the On-Campus Housing Handbook by visiting liveon.msu.edu and selecting Document Library, then On-Campus Housing Handbook: Terms and Conditions."
- I am agreeing to make myself aware of and abide by my rights and responsibilities under the applicable rules, regulations, ordinances and procedures established by the university community, which are published in Spartan Life online (splife.studentlife.msu.edu) and incorporated by reference into this lease agreement.
- I am agreeing to comply with all local, state and federal laws.
- I am agreeing to be responsible for and pay to Michigan State University all applicable rent, fees and other charges assessed under the terms of this lease agreement.
- I am agreeing that my submission of my PID and clicking "I agree" through the Residence Education and Housing Services website will act as my signature and will be valid and binding.