

**2021 – 2022 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](http://liveon.msu.edu)), constitutes your lease agreement (your/this “Lease”) with Michigan State University (“MSU”). The email sent to you upon your review and acknowledgment of the agreement identifies you as “Tenant”, MSU as “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 MSU.

**1. Tenant Eligibility.** Only Eligible Tenants (as defined below) may be tenants of apartments located at University Village and 1855 Place. “Eligible Tenants” are limited to MSU students that are within any of the following categories: (i) an undergraduate student currently enrolled at MSU in a degree-granting program, and registered for a minimum of 8 credit hours in each of the fall and spring semesters or (ii) a graduate student currently enrolled at MSU in a degree-granting program, and registered for a minimum of 4 credit hours during each of the fall and spring semesters; or (iii) a graduate student currently enrolled at MSU in a degree-granting program and actively engaged in research and writing a dissertation[, an internship, or residency]. Tenant shall maintain Eligible Tenant status throughout the duration of this Lease. Tenant shall notify the Housing Assignments Office as soon as practicable of any change in circumstances that may affect Tenant’s status as an Eligible Tenant.

**2. Apartment.** MSU leases to Tenant the unit located at the address provided in the Lease Email, East Lansing, Michigan 48823 (including all furnishings (if any), the “Apartment”). Tenant has received a move-in inventory checklist and will return a completed copy of it to MSU within 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 this Lease runs for the period described in the Lease Email (the “Term”). Possession will be provided only after the initial rent amount described in the Lease Email is paid. Such amount will be applied to the first month’s rent. If Tenant does not take possession on the day it is to be provided and if by that day Tenant has not notified MSU in writing that Tenant will take possession on a later day, MSU 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, MSU’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 MSU’s exclusive determination.

**4. Rent.** All rent herein is reserved, and Tenant shall pay MSU rent for the Term in the amount described in the Lease Email. Rent shall be paid in consecutive monthly installments in the amount described in the Lease Email, 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 this Lease.

**5. Place of Payment.** Payments may be made at the MSU Cashiers Office, 110 Hannah Administration Building, or mailed to Michigan State University; Hannah Administration Building; 426 Auditorium Rd., Room 110; East Lansing, MI 48824-2602.



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**6. Late Fees and Other Costs.** Tenant shall pay a late fee to MSU of \$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 MSU all costs, expenses and attorneys' fees incurred by MSU 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 MSU 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 MSU 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, MSU may have all remedies legally permitted, including termination of this tenancy and acceleration of rental payments (in an amount determined by the court). Tenant shall reimburse MSU 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 MSU and Tenant have a lease and for which MSU 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 MSU'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 MSU are available for lease, it shall not be unreasonable for MSU to lease them before Tenant's Apartment. From the date of execution, time is of the essence of this Lease. If MSU 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 MSU and Tenant have executed, or to which they have agreed, are canceled.

**9. Utilities.** MSU shall pay all reasonable charges related to gas, water, electricity, Wi-Fi, and garbage removal. Major appliances, such as additional refrigerators, freezers, washers, and dryers that place additional demand upon utility services are prohibited. Failure to adhere to this provision shall first result in a warning and assessment of a \$50.00 administrative fee. A second violation may result in default under this Lease and the University's pursuit of available remedies, including eviction.

**10. Occupancy.** The Apartment shall be occupied solely for residential purposes by Tenant, Other Permitted Occupants (as defined below), and in the case of a multi-bedroom Apartment, additional Co-Tenants (as defined below)). During the Term, Tenant may accommodate guests for up to 3 consecutive days and nights. Notwithstanding anything to the contrary herein, the maximum occupancy of a 1-bedroom apartment is 3 persons, and the maximum occupancy of a 2-bedroom apartment is 5 persons. An "Other Permitted Occupant" means, in the case of 1855 Place Family Housing Apartments only, Tenant's spouse, domestic partner, or child. Notwithstanding that Other Permitted Occupants may reside in the Apartment with Tenant, Other Permitted Occupants are not tenants under this Lease or otherwise. Upon any change in occupancy of the Apartment (including any change in relationship with Tenant that affects an Other Permitted Occupant's status as such), Tenant shall update Tenant's apartment application; failure to do so constitutes a default under this Lease. Upon MSU's request, Tenant shall provide proof of "Other Permitted Occupant" status that is reasonably satisfactory to MSU; failure to do so constitutes a default under this Lease. A "Co-Tenant" means the named "Tenant" in a different lease for the same Apartment. Other Permitted Occupants are not Co-Tenants.



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11. **Pets.** No pets are allowed in the Apartment at any time except non-carnivorous fish in aquariums no larger than 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 first result in a warning and assessment of a \$50.00 administrative fee. A second violation may result in default under this Lease and MSU's pursuit of available remedies, including eviction.

12. **COVID-19 Directives and Testing.** Due to the global COVID-19 pandemic, MSU is implementing and has implemented various health and safety measures. By entering into this Lease, Tenant agrees to comply with all of the university's COVID-19 directives and participate in the university's COVID-19 medical surveillance and testing programs. As a condition of living in university housing, Tenant is required to give written consent to being tested for COVID-19 via collection of blood, saliva, or nasal or throat swab, including, but not limited to, initial testing upon arrival and periodic testing as required and directed by MSU.

13 **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, MSU may terminate this Lease on 24 hours' written notice.

14. **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)). In the event a formal police report is filed alleging that any such person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, MSU may terminate this Lease with 24 hours' written notice.

15. **Firearms/Weapons.** The possession or use of any firearm or weapon, chemical or otherwise (including air rifles and BB guns), is prohibited on MSU property, including all 1855 Place and University Village Apartments. Tenant shall store all firearms or weapons with the Michigan State University Police Department.

16. **Inspection and Repairs.** Authorized MSU personnel may enter the Apartment at reasonable hours for the purpose of inspection, inventory, maintenance, pest control, repairs or as deemed necessary by MSU upon 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 MSU personnel entering the Apartment when Tenant has requested service. Tenant shall be responsible for all costs related to repairs attributable to the willful act or negligence of 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 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.

17. **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.

18. **Limited cancellation rights.** If Tenant has a reasonable apprehension of present danger to Tenant or Tenant's child(ren) from domestic violence, sexual assault, or stalking, Tenant may have special statutory rights to seek a release of rental obligation under MCL 554.601b. If Tenant has occupied the Apartment for more than 13 months, Tenant may terminate this Lease with 60 days' written notice to MSU if (1) Tenant becomes eligible during the Term to take possession of a subsidized rental unit in senior citizen housing and provides MSU with



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written proof of that eligibility, or (2) Tenant becomes incapable during the Term of living independently, as certified by a physician in a notarized statement.

**19. Termination.** If Tenant desires to terminate this Lease before the Term ends, Tenant must submit an Apartment Lease Release Application to the Housing Assignment Office. Submitting an Apartment Lease Release Application does not guarantee that this Lease will terminate. 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 this Lease before the Apartment Lease Release Application is approved.

**20. Return of Possession.** Unless MSU 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 MSU on or before the date Tenant is required to vacate. FAILURE TO DO SO WILL BE DEEMED TRESPASS and Tenant's possession thereafter shall constitute a forcible detainer. Tenant shall pay MSU a daily rate equal to 150% of the rent in effect at the time of termination of this Lease for each day of possession following termination. MSU shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants MSU and MSU 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 MSU's right to rent or any other right given to MSU hereunder or by operation of law. All filing fees and costs incurred by MSU 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 this 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 MSU in the same condition as delivered, reasonable wear and tear excepted. MSU 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 30 days, all property remaining in the Apartment or on the premises shall be deemed abandoned, and MSU may dispose of such abandoned property in any manner it chooses.

**21. Abandonment.** If during this Lease, MSU believes in good faith that Tenant has abandoned the Apartment and current rent is unpaid, MSU may reenter the Apartment and remove the remaining possessions of Tenant without liability therefor. Abandonment is conclusively presumed if rent is unpaid for 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, MSU may dispose of it however MSU chooses after 30 days, and Tenant shall reimburse MSU for all costs incurred in that regard.

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

**23. Reassignment.** MSU may, and expressly reserves the right to, reassign Tenant to an apartment similar to the Apartment based upon exigent circumstances (including but not limited to during or following a pandemic, recommendations or orders issued by a public health authority, compliance with applicable law and regulations, any health or safety emergency, events that require timely repairs to the Apartment, or events that require MSU to take action to preserve the property of MSU or the health or safety of residents of University Village or 1855 Place). Any reassignment based upon exigent circumstances will be effective on the date MSU provides notice to Tenant or on the date specified in the notice. MSU also reserves the right to reassign Tenant to an apartment similar to the Apartment based upon non-exigent circumstances upon 30 days' prior written notice.



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**24. 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, MSU, 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 the Apartment (inside or outside) or building premises. Tenant shall be entitled to the quiet enjoyment of the Apartment throughout the Term so long as Tenant complies with this Lease. Any violation of this provision shall constitute a default under this Lease, and this Lease may be declared forfeited as to Tenant, at MSU's option, and result in the initiation of eviction proceedings.

**25. Maintenance.** During the Term, Tenant shall: (1) maintain the Apartment and appurtenances, including all furniture and furnishings, if any, provided by MSU, 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 MSU 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 MSU; (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) not permit (expressly or impliedly) any person in the Apartment or building to violate any of the foregoing obligations. Tenant shall pay and be liable to MSU for all damages to and replacement of the Apartment and premises, in any way caused or made necessary by Tenant, Other Permitted Occupants, or Tenant's guests or invitees.

**26. Parking — Vehicles and Bicycles.** MSU 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 Tenant. Guest parking permits are available at the Michigan State University Police Department. Vehicles without current license plates, MSU 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.

**27. Insurance.** MSU shall not be liable for any damage, loss, or destruction of personal property of Tenant, Other Permitted Occupants, or Tenant's guests or invitees, from any cause, including acts or omissions of third parties, unless caused by MSU or its agents' negligent 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. MSU INSURANCE DOES NOT COVER THE LOSS OR DESTRUCTION OF THE PERSONAL PROPERTY OF TENANT, OTHER PERMITTED OCCUPANTS, OR TENANT'S GUESTS OR INVITEES; NOR DOES IT COVER THE LOSS OR DESTRUCTION OF MSU PROPERTY DUE TO THE NEGLIGENCE OR MORE CULPABLE CONDUCT OF TENANT, OTHER PERMITTED OCCUPANTS, OR TENANT'S GUESTS OR INVITEES. Full restitution of costs due to such acts will be assessed to Tenant by MSU or its insurance carrier.

**28. Hold Harmless.** Tenant agrees for himself/herself/their self, his/her/their heirs, and personal representatives to indemnify and hold MSU harmless from all 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 MSU may suffer or incur as a result of the negligent or more culpable acts or omissions of Tenant, Other Permitted Occupants, or Tenant's guests or invitees with respect to the Apartment, the structure of which it is a part, and the premises, including common areas. When claims against MSU's insurance are paid because of acts or omissions of Tenant, Other Permitted Occupants, or Tenant's guests or invitees, Tenant will reimburse MSU for any insurance deductible it pays.



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29. **Waiver.** Failure by MSU to enforce a provision of this Lease on one or more occasions is not a waiver of MSU’s right to enforce the provision.

30. **Severability.** A court ruling that a clause of this Lease is invalid or the parties’ written agreement that they no longer shall observe one or more Lease provisions, shall not invalidate any other clause of this Lease.

31. **Inclusions.** Tenant shall comply with all applicable MSU ordinances, policies, rules and regulations, including, without limitation, the “MSU Drug and Alcohol Policy,” which prohibits the unlawful manufacture, distribution, dispensation, possession, and use of alcohol, controlled substances and illicit drugs (including medical and recreational use of marijuana) on property governed by the MSU Board of Trustees and at any site where MSU work is performed. MSU reserves the right to change such ordinances, policies, rules and regulations as it may deem appropriate and timely. Violators of any such MSU ordinances, policies, rules or regulations will be subject to disciplinary action through the appropriate disciplinary process. Tenant represents and 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 this Lease, application or subsequent lease renewals is false, MSU, at its option, may terminate this Lease upon 30 days’ written notice. Tenant acknowledges viewing a copy of the “On-campus Housing Handbook: Terms and Conditions” (available at: <http://liveon.msu.edu/documentlibrary>) and agrees to abide by all provisions thereof.

32. **Notice.** Contact information for Tenant to provide notice to MSU is: Housing Assignment Office, Michigan State University, 550 S. Harrison Road, East Lansing, MI 48823; phone (517) 884-5483, email: [liveon@msu.edu](mailto: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](http://liveon.msu.edu) and selecting Contracts and Leases, 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](http://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.