Lease

THIS AGREEMENT, made and entered into on the 6th day of June, 2019, between the Board of Trustees of Western Michigan University, a constitutional body corporate, hereinafter referred to as “Landlord,” and the WMU Chapter of the American Association of University Professors, hereinafter referred to as “Tenant.”

Part A – Lease Terms

1. Leased Premises. Landlord, for and in consideration of the covenants and agreements hereinafter mentioned and to be kept and performed by Tenant, has demised and leased to Tenant the premises known as the Montague House, located at 814 Oakland Drive on the campus of Western Michigan University, City of Kalamazoo, County of Kalamazoo, State of Michigan (Leased Premises), to use and occupy strictly as an office and meeting place.

2. The Parties agree that Tenant hereby leases for the Term of the Lease and accepts the Leased Premises in its “AS IS” condition existing on the Effective Date, without any express or implied representations or warranties of any kind by Landlord, its agents or representatives, or the employees of any of them regarding the Premises. The Tenant will not ask the Landlord to make or pay for any alterations or structural changes. Tenant acknowledges that Tenant presently occupies and has occupied the Premises since 1986.

3. Term and Termination
   a. The term of this lease shall be for the period of three years commencing on the first day of April 2019, and ending March 31, 2022.
   b. Either Party may terminate this agreement without cause with twelve months’ written notice to the other Party. In such voluntary termination, the Parties shall work together to make any required arrangements for personnel or property inside Leased Premises.
   c. Any notice to terminate by Tenant on a month-to-month Lease will be given within the first seven days of the month. Any notice by Tenant made after the first seven days of the month will be deemed to begin the following rental due date (first day of the following month).

4. Rent. The rent shall be paid in monthly installments according to the following agreed-upon payment schedule:

   First year of lease: April 1, 2019, through March 31, 2020, rent shall be due and payable in the amount of $2,104.77.

   Second year of lease: April 1, 2020, through March 31, 2021, rent shall be due and payable in the amount of $2,146.87.

   Third year of lease: April 1, 2021, through March 31, 2022, rent shall be due and payable in the amount of $2,189.81.

5. Right of Renewal. Both Tenant and Landlord reserve the right to negotiate the rent and other conditions of a renewal of this Lease when conditions for renewal are agreed upon in writing by both parties.
6. **Payment Location.** Rental payments shall be made by check or money order payable to Western Michigan University, and mailed to the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

7. **Notice.** Michigan law establishes rights and obligations for parties to rental agreements. This Lease may need to comply with the Truth in Renting Act, Act 454 of 1978, MCL § 554.631, *et seq.* If Tenant has questions about the interpretation or legality of provision of this Lease, Tenant may want to seek assistance from an attorney or other qualified person.

8. **Security Deposit.** No security deposit is required under the terms and conditions of this lease. Therefore, the sections of Act 348 of 1972, Landlord and Tenant Relationships, MCL § 554.601, *et seq.*, relating to security deposits need not be complied with.

9. **Communications.** The address for receipt of all communications by Landlord, under the Truth in Renting Act, and, if applicable, the Landlord Tenant Relationships Act is the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

10. **Occupancy.** Tenant agrees that only persons who are specifically named above as Tenant shall occupy the described unit. No other person shall occupy the unit without advance written consent of the Landlord. It is expressly understood and agreed that for the purposes of this clause and this lease, only employees, members, and guests of Tenant may occupy this office. If Tenant fails to comply with the limitation of occupancy, this Lease and the occupancy of Tenant may at the option of the Landlord, its agents or assigns, be terminated in the manner hereinafter set forth.

11. **Utilities.** Landlord shall pay the following utility services: heat, electricity, water, gas, and sewer. Telephone will be provided by means of direct rental agreement between the Tenant and the telephone provider, and as provided by Article 7 of the current WMU/AAUP Agreement.

12. **Custodial.** Tenant shall pay all custodial services.

13. **Late Fee.** Tenant expressly agrees to make payments of all monthly installments of rent on or before the dates designated herein. A late charge of $20.00 shall be imposed for all rental payments not received on or before the fifth day of each month. A service charge of $10.00 shall be imposed for each rental check returned for insufficient funds. These late fees are to be considered as liquidated amount representing Landlord’s damages on account of the late payment of rent. Tenant’s failure to immediately pay the aforementioned sums shall constitute Tenant in default hereunder.

14. **Heating System.** Landlord will maintain the heating system, including maintenance and repair.

**PART B – General Conditions**

1. **Permitted Uses.** Tenant shall not use or permit the premises, or any part thereof, to be used for any purpose other than that of a private office and meeting place consistent with its designation. The rental unit shall not be used for illegal purposes or any purpose that could bring disrepute or danger to the University, the building or its occupants.

2. **Holding Over.** Any holding over after the expiration of the term hereof, with or without the consent of the Landlord, may be construed to be a tenancy from month to month, at the rents hereinafter specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein
specified, so far as applicable.

3. Default. If any rental installment is not paid within fourteen days from due date, or if Tenant shall fail to remedy any other default of the provisions of this Lease within fourteen days after service of notice of such default, all of Tenant’s rights under this Lease and all of Tenant’s rights to possession of the leased premises shall thereupon be terminated. Landlord, its attorneys, successors, representatives and assigns shall be entitled to immediate possession of the leased premises, if the same can be obtained peaceably.

4. Peaceful Enjoyment. In return for Tenant’s continued fulfillment of the terms and conditions of this Lease, Landlord covenants that Tenant may at all times which this Lease remains in effect, have and enjoy, for its sole use and benefit the property hereinafore described.

5. Showing for Rental Tenant hereby grants permission to Landlord to show the leased premises to new rental applicants at reasonable hours of the day, and upon reasonable prior notice, within forty-five days of the expiration of the term of this lease, or its renewal, whichever is later.

6. Assignment and Subletting. Tenant shall not assign this lease, or sublet the premises of any part thereof, without the prior written consent of Landlord. Landlord has no intention to allow the Tenant to sublease or assign any part of this Lease.

7. Entry for Inspection, Repairs and Alterations. Landlord shall have the right to enter the leased premises, for inspection and repair, at all reasonable hours and upon reasonable request.

8. Interruption of Service. Interruption or failure of any utility service maintained in the Leased Premises, if due to causes beyond Landlord’s control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay.

9. Destruction of Premises and Eminent Domain. In the event the Leased Premises are totally destroyed or rendered untenantable by fire, storm or earthquake, or other casualty caused by the negligence of Tenant, or if the same are taken by eminent domain, this Lease shall end from such time except for the purpose of enforcing rights Tenant may have then accrued hereunder. Rent shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of premises; tenant paying up to such date and Landlord refunding the rent collected beyond that date. Should part of the leased premises be destroyed or rendered untenantable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate as to that portion of the premises that are untenantable in the proportion which the injured part bears to the whole Leased Premises. Such untenantable part shall be restored by Landlord and chartered to Tenant as speedily as practical, after which the full rent shall recommence and the Lease will continue according to its terms.

10. Covenants of Tenant. Subject to Section A.2, above, Tenant for itself and it heirs, executors and administrators agrees as follows:

(a) to pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the Landlord to make any demand for same;

(b) to keep the premises in a clean and sanitary condition, and to comply with all laws, codes, health and insurance policy requirements with respect to said premises and appurtenances,
and to save Landlord harmless from all fines, penalties and costs for violations or non-
compliances by Tenant with any of said laws, requirements or regulations, and from all 
liability arising out of any such violations or non-compliance;

c) not to use premises for any purposes deemed hazardous by insurance companies carrying 
insurance thereon;

d) that if any damage to the property shall be caused through acts or neglect by itself or its 
guests, Tenant will be responsible for the repair of such damage;

e) to be responsible for all interior maintenance of every kind which cost does not exceed $750 
for an individual repair item, excepting repair to the heating system.

11. Covenants of Landlord: Subject to Section A.2, above, Landlord assumes responsibility for repairs 
to the heating system and for major maintenance for an individual repair item, which cost exceeds 
$750.

a) that remodeling, repair or modification of the leased premises will be done only with the 
approval of the Landlord;

b) to be responsible for trash pickup and grounds maintenance, except for mowing the grass and 
snow removal; Landlord will mow the grass, remove snow, and salt ice;

c) Landlord agrees to share responsibility of landscaping/grounds cleanup. Landscape Services 
(LS) will mow grass, weed whip and blow clippings. LS and tenant will monitor the annual 
and perennial beds for trash and weeds.

d) not allow parking in the attached garage; and

e) not use the fireplaces in the building.

12. Costs Incurred by Default. If Tenant defaults in making any payment required by this Lease, and 
the Landlord has obtained the services of any attorney with respect to the collection thereof, the 
Tenant covenants and agrees to pay the Landlord and all reasonable costs or fees involved, 
including attorney fees, insofar as the costs or fees are permitted by statute.

13. Subordination. This Lease shall be subordinate in respect to any mortgages that are now on or 
hereafter may be placed against Leased Premises, including any bonding or other indentures. The 
recording of such mortgage or mortgages shall have preference and precedence and shall be 
superior and prior in lien to this Lease, irrespective of the date of recording. Tenant agrees to 
execute any such instrument, without costs, which may be deemed necessary or desirable to further 
effect the subordination of this Lease to any such mortgage or mortgages, bonds or bonded 
indebtedness. A refusal by Tenant to execute such instrument shall entitle Landlord or Landlord's 
assigns and legal representatives to cancel this Lease without incurring any expenses or damages, 
and the term hereby granted is expressly limited accordingly.

14. Landlord’s Agent. Any action permitted or required by Landlord may be performed by Landlord's 
agent, including execution of this Lease, and Tenant shall deal with the agent until instructed 
otherwise in writing by Landlord or agent. Landlord has appointed the Director of Business 
Services as its agent. Tenant understands that agent performs only as an agent for Landlord and 
that no contractual relationship exists between Tenant and agent.
15. *Assignment by Landlord.* Landlord may assign this Lease, and may pledge the rental receipts due hereunder.

16. *Notices.* Any notice to Tenant shall be deemed sufficient if addressed to the last-known address of Tenant.

17. *Fire and Casualty Insurance.* Tenant shall be responsible for obtaining a policy of fire and casualty insurance and protecting Tenant against loss or damage of or to his furnishings, equipment, and personal property in or on the premises. Tenant shall also be responsible for securing full liability insurance and property damage insurance, and shall provide a liability and property damage policy naming the University as also insured, with dollar amounts as follows:

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...... A certificate of insurance will be provided to Landlord upon request.

18. *Invalidity.* If any part hereof is contrary to, prohibited by, or deemed invalid under the laws of the State of Michigan, said provision shall be deemed inapplicable or omitted, but shall not invalidate the remaining provisions hereof.

19. *False Representations.* If any representations of Tenant prove to have been false or misleading in any material way when making application for this Lease, then the Landlord may declare the Lease void and may take possession of the premises by legal process.

20. *Taxes.* Tenant will be responsible for any personal or real property taxes assessed against the property. If such taxes are assessed, Tenant shall have an option to cancel this Lease on sixty (60) days’ notice.

21. *Indemnification.* Tenant further agrees to indemnify, save and hold harmless the University, its employees or agents, the president of the University, and the Board of Trustees from any and all suits, claims, liability, damages, loss, costs, including attorney fees, and expenses of every kind and nature that may be asserted against or incurred by the University, its employees or agents, its president or the Board of Trustees by another or others, however, the same may be caused, resulting directly or indirectly from the Agreement. Without limiting the generality of the foregoing, Tenant’s agreement to indemnify Landlord shall include injury or death to any person or persons and damage to any property, including that of the University for which Tenant has care, custody and control, except those suits, claims, liability, damages, loss, costs or expenses that resulted or result directly from the gross negligence or recklessness of the University, its employees, or agents.

22. *Animals.* Tenant shall not keep domestic or other animals in or about the leased premises without written consent of Landlord.

23. *Alterations, Additions or Improvements.* Tenant agrees not to make any alterations, additions, improvements or changes in the premises, interior or exterior or to the equipment and fixtures provided by Landlord without written consent of the Landlord.

24. *Locks.* Tenant may change locks at its discretion. No chain or safety lock shall be installed without advance written permission of the Landlord. The Landlord shall be given a pass key to all locks. Such key shall be in the possession of the WMU Department of Public Safety only.

26. Keep Premises Clean. Tenant agrees to keep the premises clean and orderly to the reasonable satisfaction of the Landlord.

27. Entrance, Passages and Stairways. The entrance, passages, stairways, and exits shall not be obstructed by Tenant, agents, associates, employees or guests, nor used by them for any purposes other than ingress to or egress from the Leased Premises.

28. Business Activities and Signs. Tenant shall not carry on any business other than that contemplated by this Lease nor inscribe nor affix any signs, advertisement or notice of the outside of or inside of the building or demised premises, except with written consent of Landlord.

29. Boarders, Lodgers, or Roomers. Tenant shall not sell or give accommodations in the premises to any boarders, lodgers, or roomers.

30. Payment for Damages. Tenant shall reimburse Landlord for any damages to the premises or equipment therein during its tenancy, except for damages from causes beyond its control, or damages repaired by Tenant. Tenant shall pay on demand the amount of such damage. Landlord shall be entitled to all of the remedies provided in the Lease and by law for nonpayment of rent in the event Tenant fails to pay such damages.

31. Reporting of Damage. Tenant shall report to the Landlord at once any damage to water pipes, toilets, drains, or loss of any kind. Tenant shall not interfere in any manner with any part of the heating, lighting, refrigerating, or cooling apparatus in or about the demised premises or in or about the building containing same without the permission of the Landlord.

32. Flammable Materials. Tenant shall not use nor keep flammable materials on the premises or in storage rooms, nor use any method of heating other than that supplied by Landlord (e.g., no space heaters). At no time will Tenant use a stove and/or oven to heat the premises.

33. Responsibility for Personal Property. All personal property placed in the premises shall be at the risk of Tenant or owner of such personal property, and Landlord shall not be responsible for any damage to or theft of such personal property from any cause.

34. Partial Rent Payments in Case of Default. Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such partial payment.

35. Waiver of Default. Landlord's waiver of any of Tenant's defaults or breaches of any covenant, duty, or other requirement under this Agreement shall not bar Landlord thereafter from requiring immediate performance by Tenant of the obligations of this Lease, nor shall Landlord be barred thereafter from immediate exercise of any of Landlord's rights or remedies in case of continuing or subsequent default or violation by Tenant.

36. Personal Property Left by Tenant after Vacating. Tenant releases Landlord from any and all liability for damages or loss of personal property left by Tenant after vacating the property. If Landlord stores the personal property, Tenant agrees to pay reasonable storage for recovery of the
property.

37. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

38. **Loss of Vehicles.** Landlord shall not be liable for any loss or damage whatsoever to any vehicle which Tenant, its agents or guests, may park in areas provided by Landlord.

39. **Parking.** Certain parking spaces are available behind the leased premises, but Landlord makes no warranties relating to these parking spaces.

40. **Breach of Lease.** Violation of any term of this Lease by Tenant may, at the discretion of Landlord, be considered a breach of the Lease, and Landlord may exercise all available options under the Lease or those available at law.

41. **Bottled Water:** Landlord agrees to reimburse up to $250 for bottled water for each year of the lease.

42. **Agreement Signatures.** All parties to this Agreement, signed this 6th day of June 2019, have read, and agree to abide by all rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

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**Tenant**
Western Michigan University Chapter of the American Association of University Professors
By: [Signature]
Carol Weideman, WMU-AAUP President

**Landlord**
Board of Trustees of Western Michigan University
By: [Signature]
Michele L. Cole, Manager, Business Services