

[2001 Nov.]

LEASE

THIS LEASE made and entered into by and between the County of Dane (hereinafter "LESSOR" or "COUNTY") and the Dane County Historical Society (hereinafter "LESSEE"):

WITNESSETH:

WHEREAS the LESSOR is the owner of certain real property known as the Lussier Family Heritage Center, Lake Farm County Park, with the address of 3101 Lake Farm Road, Madison, WI 53711, said property being located in the City of Madison, Dane County, Wisconsin; and

WHEREAS the LESSEE desires to lease from the LESSOR approximately 748 square feet, more or less, of unfinished space in the lower level of the above-referenced Lussier Family Heritage Center, said space consisting of rooms 103 and 104, together with a portion of the general area located immediately outside the door to 104 to, be used, only during the hours during which it is providing on site service to its members and patrons, for the placement of a table, chairs, and a computer station for research and study purposes, which is hereinafter referred to as "the demised premises"; and

WHEREAS the LESSEE desires to have exclusive use for display purposes, of an approximately 8' x 9' recessed area in the outer wall outside room 104 as well as the wall surface on the interior wall between the door to room 104 in the pass through opening from the kitchen;

NOW, THEREFORE, in consideration of the above and of the mutual covenants hereafter set forth, the sufficiency of which is hereby acknowledged by each party, the LESSOR and the LESSEE agree as follows:

SECTION 1. TERM. LESSOR does hereby lease the demised premises unto the LESSEE for a term of thirty years commencing on the latest of the dates shown in the signature portion of this Lease and ending as of midnight on the preceding date of the year 2032.

SECTION 2. EXCLUSIVE USE OF DEMISED PREMISES. During said term the LESSEE shall be entitled to the exclusive use of the demised premises subject to the right of the LESSOR to inspect the demised premises without notice during LESSEE's normal business hours.

SECTION 3. FUTURE EXPANSION. In the event LESSOR adds on the existing Lussier Family Heritage Center, LESSEE may request of LESSOR that it enter into negotiations for additional space for LESSEE's use. The parties each commit to negotiating in good faith on the rent, location, configuration and other terms applicable to such additional space, however, LESSOR does not hereby guarantee any such additional space will be available for LESSEE. LESSOR reserves all rights in connection with any such additional space.

SECTION 4. INTENDED USE AND PROVISIONS. The intended use and sole permitted use for the demised premises is as offices, meeting rooms and record storage. LESSEE will have naming rights for the demised premises (rooms 103 and 104 only) subject to the approval of any actual display or sign by LESSOR's park director.

51 SECTION 5. LESSEE shall have use of the meeting rooms in the Lussier Family Heritage
52 Center, at no cost, for up to twelve (12) meetings of LESSEE's board each year during the
53 work week and in addition, an annual meeting of its membership on a weekend, provided,
54 however, that LESSOR shall not be required to honor a requested meeting date unless the
55 request is received by LESSOR's park director at least six months in advance. LESSEE
56 shall not be able to displace paying users who have previously scheduled use of the meeting
57 rooms.
58

59 SECTION 6. RENTAL PAYMENTS. In consideration of the LESSOR's agreement to lease
60 the demised premises, the LESSEE agrees to pay as total rent for the entire 30 year initial
61 term the sum of \$50,000, the same being due and payable in a single lump sum payment
62 within ten days after the completion of execution of this Lease. The payment shall consist of
63 the assignment of the fund raising pledges received towards its occupancy of these
64 premises, together with cash to the total rental amount of \$50,000. Should the Lessor's
65 diligent efforts to collect the pledges not produce the full amount of the assigned pledge
66 funds, the Lessee will make up that shortage, in cash, upon written request.
67

68 SECTION 7. RENTAL ADJUSTMENTS. There shall be no adjustment to the rent during the
69 term of this Lease, provided that if LESSOR shall require LESSEE to remove from the
70 premises during the term of this Lease, LESSOR shall rebate to LESSEE a pro rata share of
71 the rent, corresponding to the length of time then remaining on this Lease.
72

73 SECTION 8. PAYMENTS AND NOTICES. All payments and notices required to be sent
74 under this Lease shall be deemed delivered as of the first business day after the date of the
75 postmark. Notices to the LESSOR shall be sent to
76

77 Dane County
78 Attn: Real Estate Officer
79 Attn: Gaylord Plummer
80 Room 425 City-County Building
81 210 Martin Luther King Jr. Boulevard
82 Madison, WI 53709
83

84
85 Notices to the LESSEE shall be sent to:
86

87
88 Dane County Historical Society
89 Attn: Secretary
90 P.O. Box 503
91 Madison, WI 53705-0003
92

93 SECTION 9. CHANGE OF ADDRESS. It shall be the duty of either party upon changing its
94 legal status, address or agent authorized to receive notice or to accept service promptly to
95 notify the other party in writing.
96

97 SECTION 10. LESSEE OBLIGATIONS; NO SUBLET, ASSIGNMENT, RENEWAL. There
98 shall be no sublet, assignment or automatic renewal of this Lease unless in writing,
99 consented to by LESSOR. Upon expiration of the term of this Lease, it is the intent of the
100 parties to enter into negotiations for a successor agreement. The parties each commit to
101 negotiating in good faith on the terms of such successor agreement, however, LESSOR does

not hereby guarantee any agreement will be reached. LESSOR reserves all rights in connection with uses of the demised premises beyond the term of this Lease. LESSEE shall remove its personal property and peaceably surrender the premises at the end of the term of this Lease and shall pay reasonable actual attorney's fees of LESSOR in default of such obligation.

SECTION 11. LESSEE OBLIGATIONS; CONDITION OF PREMISES. LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE shall develop, at LESSEE's sole expense, plans for the finish construction of the demised premises and submit the same to LESSOR for approval. After LESSOR's approval, LESSEE shall complete or cause to be completed the finish construction in strict conformity to the plans approved by LESSOR.

SECTION 12. LESSEE OBLIGATIONS; MAINTENANCE. After completion of finish construction, LESSEE agrees to maintain the premises in good and tenantable condition at all times and to deliver the same in good condition at the termination of this Lease.

SECTION 13. LESSEE OBLIGATIONS; UTILITIES. LESSEE shall pay ____ % of LESSOR's monthly bill for heat and electricity, each such monthly payment due by the first of the following month following receipt of the bill by LESSOR. In addition, LESSEE shall pay its actual costs for telephone, broadband access and cable television service. The percentage for utilities will be determined after one year of occupancy by the LESSEE and the LESSOR.

SECTION 14. LESSEE OBLIGATIONS; SIGNS NOT PERMITTED. Except in designated areas including in, on, or immediately outside the demised premises, on the building directory, immediately outside the building, and at the park entrance,, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of the LESSOR.

SECTION 15. LESSEE OBLIGATIONS; CONDUCT SUBJECT TO LESSOR'S RULES. In its use of the premises, the LESSEE shall conform its conduct and that of its officers, employees and guests to the rules duly established by LESSOR's Park Commission for the demised premises.

SECTION 16. USE OF PREMISES, TERMINATION. LESSEE shall not perform any acts or carry on any practices which may injure the demised premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the demised premises. Violation of any provision of this section shall constitute grounds for termination of this Lease by LESSOR on thirty (30) days advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be prorated.

SECTION 17. LESSEE OBLIGATIONS; NO STORAGE OF CERTAIN SUBSTANCES. LESSEE shall not bring upon or store any flammable or volatile compounds, toxic wastes or hazardous waste or substances on the demised premises, or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.

SECTION 18. LESSEE OBLIGATIONS; SECURITY OF DEMISED PREMISES. LESSEE shall be solely responsible for security for the demised premises and its occupants and contents.

153 SECTION 19. INDEMNIFICATION, INSURANCE; INDEMNIFICATION: HOLD HARMLESS.
154 LESSEE shall indemnify, hold harmless and defend LESSOR, its boards, commissions,
155 agencies, officers, employees and representatives against any and all liability, loss
156 (including, but not limited to, property damage, bodily injury and loss of life), damages, costs
157 or expenses which LESSOR, its officers, employees, agencies, boards, commissions and
158 representatives may sustain, incur or be required to pay by reason of LESSEE occupying
159 and conducting operations on the demised premises under this Lease, provided, however,
160 that the provisions of this section shall not apply to liabilities, losses, charges, costs, or
161 expenses caused by or resulting from the acts or omissions of LESSOR, its agencies
162 boards, commissions, officers, employees or representatives. The obligations of LESSEE
163 under this section shall survive the expiration or termination of this Lease.
164

165 SECTION 20. INDEMNIFICATION, INSURANCE; INSURANCE REQUIRED. In order to
166 protect itself and LESSOR, its officers, boards, commissions, agencies, employees and
167 representatives under the indemnity provisions of section 19 above, LESSEE shall obtain
168 and at all times during the term of this Lease keep in full force and effect comprehensive
169 general liability insurance policy issued by a company or companies authorized to do
170 business in the State of Wisconsin and licensed by the Wisconsin Insurance Department,
171 with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL
172 (Combined Single Limits). Coverage afforded shall apply as primary. LESSOR shall be
173 given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this
174 Lease, LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an
175 additional insured and, upon request, certified copies of the required insurance policies. If
176 LESSEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be
177 prior to or coincide with the date of this Lease, the Certificate of Insurance shall state that
178 coverage is Claims-Made and indicate the Retroactive Date, LESSEE shall maintain
179 coverage for the duration of this Lease and for two years following the completion of this
180 Lease. LESSEE shall furnish LESSOR, annually on the policy renewal date, a Certificate of
181 Insurance as evidence of coverage. It is further agreed that LESSEE shall furnish the
182 LESSOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date,
183 cancellation, or renewal. It is also agreed that on Claims-Made policies, either LESSEE or
184 LESSOR may invoke the tail option on behalf of the other party and that the Extended
185 Reporting Period premium shall be paid by LESSEE. In the event any action, suit or other
186 proceeding is brought against LESSOR upon any matter herein indemnified against,
187 LESSOR shall give reasonable notice thereof to LESSEE and shall cooperate with
188 LESSEE's attorneys in the defense of the action, suit or other proceeding. LESSEE shall
189 furnish evidence of adequate Worker's Compensation Insurance.
190

191 SECTION 21. INDEMNIFICATION, INSURANCE; INSURANCE REQUIRED OF
192 CONTRACTORS. In case of any of work contracted for by LESSEE under this Lease,
193 LESSEE shall furnish evidence that each and every contractor has in force and effect
194 insurance policies providing coverage identical to that required of LESSEE.
195

196 SECTION 22. INDEMNIFICATION, INSURANCE; WAIVER. The parties do hereby expressly
197 agree that LESSOR, acting at its sole option and through its Risk Manager, may waive any
198 and all requirements contained in sections 19, 20 and 21 above, such waiver to be in writing
199 only. Such waiver may include or be limited to a reduction in the amount of coverage
200 required above. The extent of waiver shall be determined solely by LESSOR's Risk Manager
201 taking into account the nature of LESSEE's use of the demised premises and other factors
202 relevant to LESSOR's exposure, if any, under this Lease.
203

204 SECTION 23. PROPERTY INSURANCE. LESSEE shall insure or otherwise protect itself
205 against losses by fire, theft, or other cause of any personal property of the LESSEE, its
206 agents, employees or officers which is located on the demised premises.
207

208 SECTION 24. NONDISCRIMINATION AND AFFIRMATIVE ACTION. During the term of this
209 Lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County
210 Code of Ordinances, not to discriminate on the basis of age, race, ethnicity, religion, color,
211 gender, disability, marital status, sexual orientation, national origin, cultural differences,
212 ancestry, physical appearance, arrest record or conviction record, military participation or
213 membership in the national guard, state defense force or any other reserve component of the
214 military forces of the United States, or political beliefs against any person, whether a recipient
215 of services (actual or potential) or an employee or applicant for employment. Such equal
216 opportunity shall include but not be limited to the following: employment, upgrading,
217 demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any
218 other form of compensation or level of service(s). LESSEE agrees to post in conspicuous
219 places, available to all employees, service recipients and applicants for employment and
220 services, notices setting forth the provisions of this section. The listing of prohibited bases
221 for discrimination shall not be construed to amend in any fashion state or federal law setting
222 forth additional bases, and exceptions shall be permitted only to the extent allowable in state
223 or federal law.
224

225 SECTION 25. NONDISCRIMINATION AND AFFIRMATIVE ACTION; CONTINUED. While
226 LESSEE presently has no employees and has no plans to hire any, Lessee will become
227 subject to this section once LESSEE has 20 or more employees and receives \$20,000 or
228 more in annual contracts with COUNTY. LESSEE shall thereupon file an Affirmative Action
229 Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the
230 Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days and
231 failure to do so by said date shall constitute grounds for immediate termination of this Lease
232 by COUNTY. LESSEE shall also, during the term of this Lease, provide copies of all
233 announcements of employment opportunities to COUNTY's Contract Compliance office, and
234 shall report annually the number of persons, by race, ethnicity, gender, and disability,
235 status, who apply for employment and, similarly classified, the number hired and the number
236 rejected.
237

238 SECTION 26. NONDISCRIMINATION AND AFFIRMATIVE ACTION; CONTINUED. In all
239 solicitations for employment placed on LESSEE's behalf during the term of this Lease,
240 LESSEE shall include a statement to the effect that LESSEE is an "Equal Opportunity
241 Employer."
242

243 SECTION 27. NONDISCRIMINATION AND AFFIRMATIVE ACTION; CONTINUED. LESSEE
244 agrees to furnish all information and reports required by COUNTY's Contract Compliance
245 Officer as the same relate to affirmative action and nondiscrimination, which may include any
246 books, records, or accounts deemed appropriate to determine compliance with Chapter 19,
247 Dane County Code of Ordinances, and the provisions of this Lease.
248

249 SECTION 28. LEGAL STATUS. LESSEE represents that it is a Section 501 (c) (3) charitable
250 non-profit corporation, organized and doing business under the laws of the State of
251 Wisconsin, that the officers executing this agreement on its behalf are authorized to do so,
252 and that the data set forth in Section 8 hereof are true and complete as of the date of
253 execution of this agreement.
254

SECTION 29. WISCONSIN LAW. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

SECTION 30. AGREEMENT FOR BENEFIT OF PARTIES ONLY. This Lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

SECTION 31. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this Lease supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Lease shall not be amended in any fashion except in writing, executed by both parties.

SECTION 32. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

SECTION 33. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

IN WITNESS WHEREOF, LESSOR and LESSEE, by their respective authorized agents, have caused this Lease to be executed, as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR LESSEE:

Date Signed: Aug 29, 01

Michael J. Bore, President
Michael J. Bore

Date Signed: Aug 29, 01

Shirley A. Hornburg, Vice Pres
Shirley A. Hornburg

FOR LESSOR:

Date Signed: 11/7/01

Kathleen M. Falk
KATHLEEN M. FALK, County Executive

Date Signed: 11-8-01

Joseph T. Parisi
JOSEPH T. PARISI, County Clerk