Real Estate Lease

This Lease Agreement (this "Lease") is made effective as of _____, 20__ by and between City of Stoughton ("Landlord"), and_____ ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Unit _, Senior Center complex. Commercial space of approximately _____ square feet, (The "Premises") located at 248 W. Main Street, Stoughton, WI, 53589.

TERM. The lease term shall commence on _____, 2020 and shall terminate on _____, 2021.

RENEWAL TERMS. This lease shall automatically renew for an additional period of one year per renewal term on the same terms as this Lease, unless either party gives written notice of the termination, no later than sixty (60) days prior to the end of the term or renewal term.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of $____ per month, payable in advance on the first day of each month. Such payments shall be made to the Landlord at 207 S. Forrest Street, Stoughton, WI 53589, as may be changed from time to time by Landlord.

DEPOSIT. The Deposit is equal to Half of the Lease payment. The Deposit is due at Lease signing.

LATE PAYMENTS. Tenant shall also pay a late charge equal to $50.00 for each payment that is not paid within ten (10) days after the due date for such late payment.

NON-SUFFICIENT FUNDS. Lessee shall be charged $35.00 for each check that is returned to Lessor for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for the operation of _____. The Premises may be used for any other purpose only with the prior written consent of the Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the City Finance Director, which shall not be unreasonably withheld. All improvements are required to be installed to current building codes. All

required permits and plan submittals are the responsibility of the Tenant. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Janitorial Services (office)
- Telephone Service
- Data and Cable services
- Special recycling or disposal services

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be directly to the Utility company furnishing the service.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Water & Sewer
- Gas
- Janitorial Services (building exterior)
- Standard Garbage & trash disposal

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain public liability insurance with personal injury limits of at least $500,000.00 for injury to one person, and $1,000,000.00 for any one accident, and a limit of at least $500,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes – Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes – Tenant shall pay all the personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five (5) day(s) (or any other obligation within fifteen (15) day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Real Estate Lease

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:	Tenant:
City of Stoughton	_____
c/o Jamin Friedl	_____
207 S. Forrest Street	_____
Stoughton, WI 53589	_____

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

ADDITIONAL PROVISIONS. One underground parking space is provided for Tenants personal use during business hours. All other parking areas are open to the public and serve the community as well as the tenants and their customers. All parking is required to occur in designated stalls and not on grassed areas. Landlord provides one common sign location upon which tenant may place a one by three (1 x 3) foot decal advertising their business. Appropriate lettering or logo is allowed on the front glass door. No other signage is allowed.

Landlord:
City of Stoughton

_____ Date: _____
Jamin Friedl-Director of Finance

Tenant:

_____

_____ Date: _____
Name and Title