

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Agreement") is made and entered into by and between **MANAWA LODGE #82 F & AM** ("Landlord") and the **SCHOOL DISTRICT OF MANAWA** ("Tenant").

WITNESSETH:

**WHEREAS**, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, certain real estate described herein, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, Landlord and Tenant hereby agree to the following terms and conditions:

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Masonic Lodge, located at 407 South Bridge Street, Manawa, Wisconsin (the "Leased Premises"). Tenant shall have access to and use of the Leased Premises on all days and at all times during the term of this lease.
2. Term. This lease shall be for a term of Three (3) years (November 1, 2017 (provided all alterations to the Leased Premises are complete) through October 31, 2020), unless earlier terminated as provided herein. This lease shall automatically renew for successive one-year periods until such time as the District gives written notice, on or before the first day of the month Ninety (90) days' prior to termination of this lease, of its intent not to extend the term or extension of this lease for such additional one-year term.

Notwithstanding the foregoing, this lease is subject to termination before the expiration of the Term or any extension of the Term under the following circumstances:

- A. By mutual agreement of the parties, at any time.
- B. Subject to the obligations set forth in Paragraph 17 (Default), at the sole discretion of the Landlord, if the Tenant fails to perform any of the Tenant's obligations hereunder or breaches the terms and conditions of this lease and such failure is not otherwise cured within a reasonable period of time after written notice from the Landlord.
- C. At the sole discretion of the Tenant, if the Landlord fails to perform any of the Landlord's obligations hereunder or breaches the terms and conditions of this lease and such failure is not otherwise cured within a reasonable period of time after written notice from the Tenant.

3. Rent. Tenant shall pay to Landlord rent in the amount of Six Hundred and 00/100 Dollars (\$600.00) per month for each of the initial Thirty-Six (36) months of this lease. Such rent shall be payable in advance on the 1<sup>st</sup> day of each month during the Term hereof to Landlord. The rent shall be subject to negotiation, if any, prior to any extension.

Within ten (10) business days after commencement of this lease, Tenant shall make a one-time lump sum payment to Landlord in the amount of zero (\$0.0) and 00/100 Dollars (\$0.00) for storage of furnishings and equipment belonging to the District on the Leased Premises prior to the commencement of this lease.

4. Permitted Use. The Leased Premises shall be used primarily for student instruction, as a Practical Assessment Exploration System (PAES) Lab (The PAES Lab is a prevocational and life skills program for students providing work and life skill training, vocational work assessment, work exploration, appropriate work behavior development and data collection and student reporting) but may also be used by the District for any other activities the District may elect to be involved with provided District policies allow for said activities. Non-use or limited use of the Leased Premises at any time shall not prevent Tenant from later use of the Leased Premises to the fullest extent authorized in this Agreement. Tenant shall obtain any necessary permits and licenses required for operation of the Leased Premises as contemplated herein. Tenant is permitted to place signs inside and outside of the Leased Premises to identify the School District of Manawa (and, specifically, the PAES Lab) provided such signs comply with applicable laws, rules and regulations.
5. Compliance with Laws and Rules and Regulations. Tenant shall not use the Leased Premises or permit anything to be done on or about the Leased Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or hereafter enacted or promulgated.
6. Security. Tenant shall be responsible for security of the Leased Premises at all times during the term of this lease. Tenant shall have the discretion to require any individuals seeking entry to the Leased Premises during the term of this lease to pass a criminal background check.
7. Maintenance. Tenant shall at all times maintain the Leased Premises in good condition and repair and keep the Leased Premises in a neat and safe condition free of accumulated paper, debris and other refuse for the uses and purposes described in this Agreement. Tenant shall remove or arrange for the removal of all trash, waste and rubbish. Tenant shall be responsible for snow and ice removal. Tenant shall maintain the Leased Premises and keep all interior, non-structural components of the Leased Premises in good and substantial order and repair, normal wear and tear excepted. Landlord shall keep the exterior and all interior structural components of the Leased Premises in good and substantial order and repair, unless the repairs are required because of misuse or negligence by Tenant, its employees or invitees, in which case the repairs shall be made by Tenant.

8. Utilities. During the term of this lease, Tenant shall pay for all water, gas and heat services supplied to or for the Leased Premises.
9. Alterations. Tenant shall not make any alterations, additions or improvements on or to the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not unreasonably be withheld. Any such alterations, additions or improvements on or to the Leased Premises shall at once become a part of the Leased Premises and belong to Landlord.
10. Assignment and Sublease. Tenant shall not assign, pledge or mortgage or otherwise encumber this lease without the prior written consent of Landlord. Landlord may assign, pledge, mortgage or otherwise encumber this lease or the Leased Premises with at least sixty (60) calendar days' prior written notice to Tenant.
11. Taxes. During the term of this lease, Landlord shall pay all real estate taxes attributable to the Leased Premises and Tenant shall pay any personal property taxes attributable to the Leased Premises or its contents.
12. Special Assessments. In the event any special assessments are made against the Leased Premises, Landlord and Tenant shall determine the purpose of such special assessment. If the special assessment is made because of Tenant's use of the Leased Premises, then Tenant shall be responsible for and shall pay for the special assessment. If the special assessment is unrelated to Tenant's use of the Leased Premises, then Landlord shall pay said special assessment.
13. Indemnity. Tenant shall indemnify and defend Landlord and its officers, agents and employees from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with loss of life, personal injury or damage to property, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the use of the Leased Premises by Tenant or its agents, contractors, subcontractors, invitees or employees.

Nothing contained herein is intended to be a waiver on the part of the Tenant or its insurer to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80. To the extent that indemnification is available and enforceable, Tenant or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

14. Insurance. Landlord shall procure and maintain in effect at all times during the Term of this lease property insurance to insure against property damage. Tenant shall procure and maintain in effect at all times during the Term of this lease property and liability insurance naming Landlord as an additional insured, to insure against damage

to property, injury to person or loss of life arising out of Tenant's use, occupancy or maintenance of the Leased Premises with limits of coverage that are at levels customarily maintained by businesses in the community. Tenant shall provide Landlord with a copy of the insurance policy endorsement demonstrating that Landlord has been added as an additional insured. Insurance required under this Agreement shall be written by an entity duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Landlord. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) calendar days' prior written notice to Landlord.

15. Entry by Landlord. Landlord reserves and shall at all times have the right to enter upon the Leased Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Leased Premises to prospective purchasers or mortgagees and to alter, improve or repair the Leased Premises, without abatement of rent; provided, however, such entry shall not unreasonably interfere with Tenant's use and occupancy of the Leased Premises.
16. Destruction. If all or part of the Leased Premises are destroyed or damaged, Landlord shall have the option to restore the Leased Premises to the condition in which it existed immediately before the destruction or damage or to terminate this lease effective as of the date of destruction or damage by giving written notice to Tenant within Thirty (30) calendar days after destruction or damage. If Landlord terminates this lease, all rent will cease as of the date of destruction or damage. If Landlord elects to repair or restore the Leased Premises, Landlord shall thereupon proceed with due diligence and the Tenant's rent shall abate until such time as the repair or restoration is complete.
17. Default. If default is made in the payment of the rent or any additional obligation payable hereunder by Tenant, and such default shall continue for a period of Fifteen (15) calendar days, or default shall be made in any of the other covenants or conditions contained herein on the part of the Tenant and such default shall continue for a period of Fifteen (15) calendar days after written notice thereof shall have been given to Tenant, then Tenant shall be in breach of this lease and Landlord shall have the right to terminate this lease by giving Tenant Fifteen calendar (15) days' prior written notice. Upon any such termination, Landlord may enter the Leased Premises, remove any of Tenant's personal property and re-let the same as Landlord deems fit. If a sufficient sum is not realized from such a re-letting after payment of the expenses of such re-letting to equal the rent specified herein, Landlord shall, at its option, be entitled to recover as damages an amount equal to the rent payable for the balance of the lease term, less the rent received for the Leased Premises for the balance of the lease term, plus all reasonable costs and expenses incurred in terminating this lease and re-letting the premises. In addition to the rights and remedies specified herein, Landlord shall have any and all rights and remedies provided by law.
18. Surrender of Premises. Upon the termination of this lease, by expiration or otherwise, Tenant shall surrender the Leased Premises to Landlord in as good condition and

repair as when delivered by Landlord, ordinary wear and tear excepted. All alterations, additions and improvements made to the Leased Premises by Tenant shall remain and become the property of Landlord; provided, however, that Landlord may, at its discretion, require Tenant, at Tenant's expense to remove any and all such items and repair the damage caused by such removal and to restore the Leased Premises to the condition as when delivered by Landlord.

19. Hold Over. In the event Tenant remains in possession of the Leased Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a month-to-month Tenant, subject to all of the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenant.
20. Notices. All notices and demands which may be or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States mail, postage prepaid. Notices and demands shall be addressed to such place(s) as Landlord and Tenant may from time to time designate in writing.
21. Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as otherwise herein specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder).
22. Waiver. No waiver by Landlord of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this lease by Landlord shall not be construed as a waiver of subsequent breach of the same or any other covenant, term or condition.
23. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
24. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement.
25. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

26. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as follows.

LANDLORD

TENANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President                      Date

\_\_\_\_\_  
Board Clerk                              Date