

Community Gardens Lease

This Lease made and effective the ___ day of April, 2026, by and between the City of Columbus, a Wisconsin Municipal Corporation (hereinafter “Lessor”), and Columbus Community Garden, Inc. (hereinafter “Lessee”), as follows:

1. **Premises.** Lessor, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, does hereby demise, lease, and let unto the Lessee approximately 0.50 acres of land located on parcel 21110131833009 within the City of Columbus as identified on the attached Exhibit A (hereinafter “the Premises”)

2. **Term.** The term of this Lease shall begin May 1, 2026 and conclude December 31, 2026. As long as Lessee is not in default under any terms of this Lease, this Lease shall automatically renew for successive one year periods unless either Lessor or Lessee gives written notice to the other party by May 1 of the current Year of its intent to terminate the Lease at the end of the current Year.

3. **Rent.** The parties to this Lease agree that the rent for the Premises shall be One and no/100 Dollars (\$1.00) per year. Rent shall be due and payable on or before the first day of May each year during the term of this Lease. All members of Lessee shall donate a portion of their produce to a local food pantry.

4. **Maintenance-** Lessee will maintain the Premises, including mowing of all areas adjacent to the community gardens as identified by Lessor.

5. **Department of Public Works (DPW) Assistance-** As requested by Lessee, Lessor shall deliver Mulch to the Premises. Deliveries will be coordinated with DPW, and deliveries should be made within 10 business days of the request. Lessee should have mulch installed within 14 days of delivery. DPW will collect yard waste on the Monday of the first full week in each month, yard waste should be located along the northern portion of the garden so it can be accessed from Hamilton Street.

6. **Indemnification.** Lessee, intending to be legally bound, does hereby release and agree to indemnify and hold harmless Lessor, its agents and insurers from and against any and all claims, actions, suits, demands, damages (including consequential damages), losses, liabilities and expenses, direct or indirect, foreseen or unforeseen, including, but not limited to, attorney fees and court costs arising out of this Lease, and/or Lessee, and Lessee's livestock, use of or presence upon the Premises, unless it is the result of reckless or intentional acts of Lessor and/or its agents. Lessee shall provide a certificate of insurance verifying that the Lessor is listed as a co-insured for general liability purposes and in an amount of not less than \$1,000,000.00.

7. **Notices.** Notice to Lessor shall be given by regular mail to:

City of Columbus
c/o City Administrator
105 N. Dickason Blvd.
Columbus, WI 53925

Notice to Lessee shall be given by regular mail to:

Columbus Community Garden, Inc
Registered Agent on file with the Dept. of Financial Institutions

Joseph A. Hammer, Mayor
City of Columbus

Susan Caine, Clerk
City of Columbus

Authorized Representative of Lessee

Exhibit A Premises

