

## LEASE AGREEMENT

**LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Columbus, a Wisconsin Municipal Corporation (hereinafter "Lessor") and \_\_\_\_\_ (hereinafter "Lessee"):

1. **Premises.** Lessor, for and in consideration of the rents to be paid by Lessee and the provisions contained herein, does hereby lease to Lessee and Lessee hereby takes from Lessor, artist studio and work space consisting of and defined as follows: Unit \_\_\_\_ within the second floor of a building located at 251 W. James Street, City of Columbus, Columbia County, Wisconsin, plus the common use of the second floor hallway and common area.
2. **Parking.** No parking is included in this Lease Agreement.
3. **Term.** This is a month-to-month Lease commencing on \_\_\_\_\_ and concluding at midnight on \_\_\_\_\_. This Lease shall automatically extend for additional one-month periods unless either party provides 28 calendar day written notice to the other party of its desire to terminate the Lease.
4. **Rent.** Lessee agrees to pay to Lessor, without any offset or deduction whatsoever, as rent for the leased premises during the term hereof, the sum of \$\_\_ per month. Said rental amount shall be payable in advance on the first day of each month during the term hereof. All payments of rent shall be made to Lessor at Lessor's office as specified in paragraph 17 or at such other place as Lessor may designate in writing. If rent is not paid by the fifth (5<sup>th</sup>) day of each month, a late charge of \$5.00 per day shall be imposed.
5. **Real Estate Taxes and Assessments.** Lessor agrees to pay all real estate taxes and assessments as they become due and payable.
6. **Use of the Premises.** Lessee agrees that it will use the leased premises to for a studio and work station. Lessee further agrees that it will use these premises in compliance with all applicable laws, ordinances and regulations. No part of the leased premises shall be occupied or used by any person for any purpose or in any manner so as to prevent the obtaining of insurance. Further, Lessee shall allow no animals on the leased premises.

Lessee shall not store any materials outside of the interior leased premises known as Unit \_\_\_\_ Tenant shall not store any combustible or hazardous materials on the leased premises.

7. **Insurance.**

A. **Public liability throughout the term of this Lease.** Lessee shall obtain and maintain in full force public liability insurance coverage with respect to the leased premises for death and bodily injury liability in the amount of not less than \$500,000.00 general aggregate per occurrence. The public liability insurance policy shall name the Lessor as an additional insured and shall provide for notice to Lessor at least ten (10) days prior to cancellation of any coverage. Lessee shall provide to Lessor properly endorsed certificates indicating that the insurance required by this paragraph is in effect.

B. **Personal Property.** The Lessee shall be responsible for obtaining and maintaining such insurance as it may deem advisable for all of its personal property and fixtures located in or about the leased premises, and it is understood that any insurance coverages provided by Lessor do not cover the risk of loss or damage to Lessee's property.

C. **Fire and Extended Coverage.** Lessor agrees to provide and maintain an adequate amount of fire and extended coverage insurance upon the entire property.

8. **Utilities and Services.** Lessor shall be responsible for the prompt payment of all utility charges for the leased premises including water and sewer, heat and electric.

9. **Alterations and Improvements.** Lessor shall not be obligated to make, nor be responsible for, the payment of the cost of any alterations or improvements to the leased premises after Lessee takes possession of the leased premises. Lessee shall not make or cause to be made any alterations, additions, or improvements to install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures or mechanical equipment or make any changes to the leased premises without first obtaining the Lessor's consent in writing. Lessee shall present to Lessor plans and specifications for any such work at the time approval is sought.

10. **Liens and Obligations.** Lessee shall not create or permit others to create any lien or obligation against Lessor or the leased property by reason of making repairs or installing or constructing material, fixtures or equipment, or otherwise, and Lessee

further agrees to hold the Lessor harmless from all claims and demands by any third party in any manner connected with such repairs, maintenance, installation or construction or with Lessee's occupancy of the leased premises.

11. **Maintenance and Repair.** Lessor shall be responsible for snow and ice removal on the driveways and parking areas. Lessor shall be responsible for repairs or replacements to all structural components, roofing, foundation, surface parking lot, driveways and sidewalks and for major and non-routine maintenance and repairs to the plumbing, electrical, heating and ventilating system and other mechanical and electrical systems.
12. **Assignment or Subletting.** Lessee shall not assign or in manner transfer this Lease or any interest hereunder and shall not sublet the Leased Premises or any part or parts thereof, without the written consent of Lessor, which consent shall not be unreasonably withheld.
13. **Re-entry by Lessor and Liability for Rent.** If Lessee abandons or vacates the Leased Premises before the end of the term of this Lease, or causes any installment of rent or other payment to be in arrears, or neglects or fails to keep or perform any of the provisions or terms of this Lease on the part of the Lessee to be performed, Lessor, after notice as herein provided, may enter said Leased Premises and remove any signs of said Lessee, and relet the same as Lessor may see fit, without thereby voiding or terminating this Lease. If a sufficient sum is not realized from such reletting to equal the total rent stipulated to be paid by Lessee under the provisions of this Lease, then Lessee shall pay said deficiency during each month during the entire term, on demand.
14. **Holding Over.** In the event Lessee shall continue to occupy the Leased Premises after the expiration of the term of this Lease, or any extension thereof, with the prior written consent of the Lessor, such holding over shall be deemed to constitute a tenancy from month-to-month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be one from year-to-year. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this Lease, or any extension thereof, without the prior written consent of the Lessor, the Lessee shall be liable for double the amounts due Lessor from Lessee under this Lease.
15. **Surrender.** On the last day of the term of this Lease or upon the earlier termination thereof for any reason, Lessee shall peaceably and quietly surrender the Leased Premises in the same condition as existed on the date this Lease originally began, reasonable wear and tear excepted, and shall surrender all keys to the Leased

Premises to Lessor at the place then fixed for the payment of rent. All alterations, additions, improvements and trade fixtures which may be made or installed by Lessee upon the Leased Premises may be removed by Lessee at the termination of this Lease at Lessee's expense, provided the Leased Premises shall be restored to its original condition, reasonable wear and tear excepted.

16. **Hold Harmless.** Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney fees, arising from the use of the Leased Premises by Lessee or from any breach or default in the performance of any covenant, warranty or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any negligent act or omission of Lessee, its agents or employees in or about the Leased Premises, except that Lessee shall not be responsible for any loss or damage caused by the negligence or misconduct of Lessor.
  
17. **Notices.** Any notice required or provided for herein shall be in writing and shall be served personally or shall be served or given by certified or registered mail addressed to:

Lessor:City of Columbus  
c/o Columbus Public Library  
223 W. James Street  
Columbus, WI 53925  
920-623-5910

Lessee:

Either party may designate to the other party in writing a new address to which notices shall be sent. If notices are mailed as aforesaid, such notice shall be deemed to have been served or given when deposited in the United States mail, addressed as aforesaid with postage prepaid.

18. **Enforcement of Provisions.** Each party agrees to pay and discharge all reasonable costs, attorney fees and expenses which may be incurred or made by the other in enforcing the covenants and agreement of this Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the day first above written.

**LESSOR:**

**LESSEE:**

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Peter Kaland, President  
Columbus Library Board