

COMMERCIAL LEASE

This Lease Agreement is dated October 1, 2023, by and between Dennis J. Marklein (Landlord), and City of Dodgeville Public Library (Tenant). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the tenant 1364 square feet located at 301 N. Iowa St., Dodgeville, WI 53533

TERM. The lease term will begin October 1, 2023 and will terminate or be renewed October 1, 2024.

LEASE PAYMENTS. Tenant shall pay to the Landlord monthly installments of \$650.00 payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 147, Dodgeville, WI 53533

USE OF PREMISES. Tenant may use Premises only for Library related use.

STORAGE. Tenant shall be entitled to store items of personal property in the basement during the term of this Lease.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination. Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least one million dollars. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Landlord's obligations shall include:

- roof, outside walls, and other structural parts of the building.
- the sewer, water pipes, and other matters relating to plumbing.
- the electrical wiring
- the air conditioning system
- all other items of maintenance not specifically delegated to the Tenant under this Lease.

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.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than an amount approved by insurance, Landlord shall repair the Premise and a just proportion of the lease payments shall abate during the period of repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable in sixty days, or the cost of repair exceeds amount approved by insurance or if Landlord is prevented from repairing damage due to circumstances beyond the Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty day's written notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. Tenant Shall give Landlord immediate notice of any damage to Premises.

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 three days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law) 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 the Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees and expense) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent. Such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

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

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 in above.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against all losses, claims, liabilities, and other expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of Premises, except Landlord's act or negligence.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which will 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 workers.

COMPLIANCE WITH REGULATIONS: Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

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 (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

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:

Dennis J Marklein
210 Kings Ct. PO Box 147
Dodgeville, Wisconsin 53533

TENANT:

City of Dodgeville
PO Box 147
Dodgeville, Wisconsin 53533

TENANT:

Dodgeville Public Library
301 N Iowa St
Dodgeville, WI 53533

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

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

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other

agreements, whether oral or written, relating to the subject matter of this Lease. 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 of this 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 of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

By: Dennis J. Marklein
Dennis J. Marklein

Date: 10/6/23

TENANT:

By: _____
City of Dodgeville

Date: _____

TENANT:

By: _____
Dodgeville Public Library

Date: _____