

PARKING LOT LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022, between the City of Kaukauna ("CITY") and Bob's Inn ("LICENSEE") for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF PARKING LOT. The CITY grants unto LICENSEE the use of, and LICENSEE does hereby agree to use 825 square feet of the parking lot located at Third Street, Kaukauna, WI 54130, more accurately described in Exhibit A "Legal Description", (hereinafter "Lot" and "leased premises"), under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Lot, and the portions of the Lot to be so used are as follows:

Purpose for the use: Outdoor alcohol seating area.

Dates and times of Lot use under this Agreement: As specified under City of Kaukauna Ordinance 12.03(11) Permit required for outdoor alcoholic beverage area.

Certificate of Insurance Must Be Attached.

SECTION 2.0

2.1. **Lot Rate.** Annual payment of \$50.00

2.2. **Deposit.** No security deposit shall be required.

2.3. **Payment.** Payment shall be paid at the time the Outdoor Alcohol Beverage Area Permit application is submitted, and upon each subsequent renewal application.

ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the CITY reserve the right to enter all areas of the Lot at any and all times. LICENSEE further understands and agrees that during the term of this Agreement, the CITY may use or cause to be used for its purposes, any portion of the Lot not in use by the LICENSEE.

2. **Term and Termination.** Either party may terminate this Lease Agreement at any time with written notice to the other party of not less than 90 days. No refund will be provided for cancellation or non-use. Upon termination of this Lease Agreement, LICENSEE shall return the Lot to its original condition within 90 days from the date of termination. In the event that LICENSEE does not restore the Lot to its original condition, the CITY shall return the Lot to its original condition and the costs of such restoration

shall be assessed to the adjacent property located at 120 E. 3rd Street, Kaukauna, Wisconsin.

3. **Regulations Pertaining to Use.** LICENSEE agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:

- a. LICENSEE shall not permit entrance to portions of the Lot other than those specifically designated and depicted on Exhibit A.
- b. LICENSEE shall use and occupy Lot in a safe and careful manner and comply with any federal, state, county, or municipal authority controlling or governing the Lot or the operation therein, including, but not limited to, all policies, rules and regulations of the CITY.
- c. LICENSEE shall use said Lot solely for the purposes herein provided and shall not permit the Lot or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
- d. LICENSEE shall not permit any individual to bring into the Lot any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Lot or which are likely to constitute a hazard to property thereon.
- e. LICENSEE recognizes that the CITY may have representatives present in the Lot during use.
- f. LICENSEE agrees to maintain the Lot and its surroundings cleaned and in good condition and repair as to any waste or litter generated by LICENSEE's use.
- g. LICENSEE shall provide all building materials to the requested outdoor alcohol seating area and obtain all necessary building permits.

5. **Indemnification.** The LICENSEE hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the CITY, its Board members, agents and representatives from and against any loss of and/or damage to the property of LICENSEE, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless or willful misconduct of LICENSEE, its employees, agents or independent contractors.

6. **Damage and Loss.** LICENSEE agrees to return the leased premises to the CITY at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. LICENSEE agrees that if any portion of the Lot or contents thereof shall be damaged by the act, default, or negligence of the LICENSEE or of the LICENSEE's agents, employees, patrons, guests or any person admitted to premises by LICENSEE during the term of this lease, LICENSEE will pay to the CITY upon demand such sums as shall be necessary to restore the leased premises to their previous condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the Lot at the time of LICENSEE's use, not including any representatives of the CITY.

7. **Inspection.** CITY shall have the right to inspect the Lot at any time, to ensure orderly operation of LICENSEE's use and to ensure LICENSEE's operations and equipment are maintained to standards acceptable to the CITY, in CITY's sole discretion. CITY shall have the right to terminate this Agreement without further notice if, upon such inspection, CITY determines that the LICENSEE's operations and/or equipment are not maintained to acceptable standards. Notwithstanding the foregoing, CITY shall provide LICENSEE with 24 hr. notice to remedy any noted defect or vacate the leased premises.

8. **Assignment.** LICENSEE may not assign this Agreement or any right contained in this Agreement nor sublet the Lot without the written consent of the CITY. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the CITY shall void this Agreement.

9. **Attorney's Fees.** Should CITY prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after same is past due, LICENSEE agrees to pay for all of CITY's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.

10. **Insurance.**

a. LICENSEE agrees to acquire and maintain, during all times it is using the Lot, liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury. LICENSEE also agrees to provide fire damage insurance in the amount of \$500,000 and medical payments in the amount of \$5,000. All insurance shall be provided by a carrier which is satisfactory to the CITY.

b. The CITY must be named as an additional insured.

c. LICENSEE must provide a certificate of insurance reflecting all of the above requirements prior to use of the Lot.

111. **Miscellaneous.**

a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.

b. This Agreement shall be governed by the laws of the State of Wisconsin.

The LICENSEE signing this LEASE AGREEMENT hereby states that all questions about this Lease Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the LICENSEE on this Lease Agreement is acknowledgment and he/she has received a signed copy of the Lease Agreement.

Bob's Inn

BY _____
Don Dix, Manager

STATE OF WISCONSIN }
 } SS
OUTAGAMIE COUNTY }

Personally came before me on _____, 2022, the above named Don Dix, to me known to be the person who executed the foregoing instrument in their duly authorized capacity and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

CITY OF KAUKAUNA

BY _____
Anthony J. Penterman, Mayor

Attest: _____
Sally Kenney, City Clerk

STATE OF WISCONSIN }
 } SS
OUTAGAMIE COUNTY }

Personally came before me on _____, 2022, the above named Anthony J. Penterman and Sally A. Kenney, to me known to be the persons who executed the foregoing instrument in their duly authorized capacity and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A- LEGAL DESCRIPTION

PART OF LOT 24 OF BLOCK 6, LEDYARD PLAT ACCORDING TO THE RECORDED CITY OF KAUKAUNA ASSESOR'S PLAT OF 1890, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, CONTAINING SAID 825 SQUARE FEET MORE OR LESS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 24 BLOCK 6 OF THE LEDYARD PLAT;

THENCE NORTH WESTERLY 25 FEET ALONG THE NORTHWEST LINE OF SAID LOT 24 BLOCK 6 TO THE NORTH WEST CORNER OF SAID LOT 24 BLOCK 6;

THENCE SOUTH WESTERLY 33 FEET ALONG THE SOUTH WEST LINE OF SAID LOT 24 BLOCK 6 TO A POINT ON THE SOUTH WEST LINE OF LOT 24 BLOCK 6 OF THE LEDYARD PLAT;

THENCE SOUTH EASTERLY PERPENDICULAR TO THE SOUTH WESTERLY LINE OF SAID LOT 24 BLOCK 6, 33 FEET TO A POINT ON THE SOUTH EAST LINE OF SAID LOT 24 BLOCK 6;

THENCE NORTH EASTERLY ALONG THE SOUTH EAST LINE OF SAID LOT 24 BLOCK 6 TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.