

**LEASE AGREEMENT BETWEEN THE CITY OF RICHLAND CENTER, WI AND
LARRY AND SHELLEY FERGUSON, DBA ADVANCED PUMP AND WELL
SOLUTIONS, INC., FOR THE PROPERTY LOCATED AT 278 W COURT STREET,
RICHLAND CENTER, WI**

THIS AGREEMENT (“AGREEMENT”) is made and entered into this 1st day of July, 2026, by and between the Parties, the **City of Richland Center** (“LANDLORD”), and **Larry & Shelley Ferguson d/b/a Advanced Pump and Well Solutions, Inc.** (“TENANT”).

RECITALS

WHEREAS, the LANDLORD is the owner of the real property located at 278 W Court St, Richland Center, WI 53581 (“PREMISES”); and

WHEREAS, the TENANT desires to lease the PREMISES from LANDLORD, and LANDLORD desires to lease the PREMISES to TENANT, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. LEASED PREMESIS.** LANDLORD agrees to lease to TENANT, and TENANT agrees to lease from LANDLORD, the PREMISES, which are more particularly described as follows: Total acreage of the PREMISES is .30 and the building to be occupied is approximately 8,500 square feet and consists of retail, office, shop and warehousing space.
- II. TERM & RENT.**
 - A. TERM.** The term of this AGREEMENT shall be for a period of one year, commencing on July 1, 2026, and ending on June 30, 2027.
 - B. RENT.** TENANT shall pay LANDLORD rent in the **amount of One Thousand, Two-Hundred and Fifty Dollars (\$1,250.00) per month**. Rent shall be due on the first day of each month and shall be made payable to: City of Richland Center, 450 South Main Street, Richland Center, WI 53581, or electronically if authorized by the City.
- III. RENEWAL.** Unless otherwise agreed to by the parties or terminated as described below, this Lease shall renew automatically for one additional term of one year. TENANT agrees that upon such automatic renewal of this Lease the RENT described in Section 2B shall increase by \$250 per month. This Lease shall be eligible for one such automatic renewal.
- IV. LATE FEE.** Any rent payment received more than ten (10) days after the due date shall be subject to a late fee of One Hundred Dollars (\$100.00).
- V. SECURITY DEPOSIT.** Upon execution of this Agreement, TENANT paid the LANDLORD a security deposit of Seven Hundred Fifty Dollars (\$750.00). The parties acknowledge that this security deposit shall continue to be held by the LANDLORD under the terms of the original lease and this Renewal lease. No additional security deposit shall be required as a condition of this renewal.

The security deposit shall continue to secure the TENANT's faithful performance of all terms and conditions of this Lease and may be applied by the LANDLORD, as permitted by applicable

law, to unpaid rent, damages beyond ordinary wear and tear, or any other amounts lawfully owed by the TENANT. Any remaining balance of the security deposit shall be returned to the TENANT in accordance with applicable law upon termination of the tenancy.

- VI. USE OF PREMISES.** TENANT shall use the PREMISES solely for lawful commercial and business operations conducted by Advanced Pump and Well Solutions, Inc. TENANT shall not assign this Agreement or sublease any portion of the PREMISES without prior written consent from LANDLORD.
- VII. MAINTENANCE AND REPAIR.** TENANT shall be solely responsible for all routine maintenance, repairs, upkeep, lawn maintenance, snow removal, janitorial services, and general operational costs associated with the PREMISES. LANDLORD shall not be responsible for repairs or maintenance except as otherwise required by law.
- VIII. UTILITIES AND TRASH SERVICE.** TENANT shall be responsible for payment of all utilities and services related to the PREMISES, including but not limited to electric, water, sewer, gas, trash removal, lawn maintenance, and snow removal. TENANT shall arrange to have all bills from each service provider sent directly to TENANT. If the LANDLORD inadvertently pays for a TENANT expense, the TENANT shall promptly reimburse the LANDLORD upon presentation of the bill.
- IX. INSURANCE.** TENANT shall maintain public liability and renters' insurance policies and shall have the LANDLORD named as an additional insured on such policies. Such insurance shall indemnify LANDLORD and hold it harmless from any claims, damages, judgments and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the LANDLORD. The policy or policies shall provide that the insurance shall not be canceled, nor shall there be any change in the scope or amount of coverage of the policy unless 30 days prior written notice shall have been given to the LANDLORD and TENANT.
 - A.** The policy or policies, or certificate thereof shall be delivered to the LANDLORD upon commencement of the term of this AGREEMENT, and upon each renewal of the insurance. The amount of insurance coverage provided in this paragraph shall be subject to reasonable revision by the LANDLORD.
- X. ACCESS.** LANDLORD shall have the right to enter the PREMISES at reasonable times upon reasonable notice to TENANT unless circumstances render such notice impossible.
- XI. COMPLIANCE WITH LAWS.** TENANT shall comply with all applicable laws, ordinances, and regulations governing the use and occupancy of the PREMISES.
- XII. DEFAULT.** This AGREEMENT shall be considered in default if TENANT fails to pay rent when due, breaches any other provision of this AGREEMENT, or becomes insolvent or bankrupt. In the event of default, LANDLORD may take any action permitted by law to enforce this AGREEMENT, including, but not limited to, terminating the Lease and evicting TENANT from the PREMISES.

XIII. TERMINATION.

A. STANDARD TERMINATION.

Following the Initial Term, either party may terminate this AGREEMENT upon thirty (30) days written notice.

XIV. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or AGREEMENTS, whether oral or written.

XV. GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wisconsin.

XVI. SEVERABILITY. If any provision of this AGREEMENT is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

XVII. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

If to LANDLORD:

City of Richland Center
450 S. Main Street
Richland Center, WI 53581

Email: clerk@richlandcenterwi.gov

Phone: 608-647-3466

If to TENANT:

Advanced Pump and Well Solutions, Inc.
27490 Pauls Hill Drive
Richland Center, WI 53581

Attn: Larry and Shelley Ferguson

Phone: _____

XVIII. WAIVER. Failure to enforce any provision of this Lease shall not be deemed a waiver of any future right to enforce such provisions.

<SIGNATURE PAGE TO FOLLOW>

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RICHLAND CENTER, WI**

SIGNATURE & DATE. Dated this _____ day of _____, 2026.

City of Richland Center, WI
LANDLORD

Larry & Shelley Ferguson, DBA
Advanced Pump and Well Solutions, Inc.
TENANT

By: _____
Ashley Oliphant, City Administrator

By: _____
Larry Ferguson

By: _____
Shelley Ferguson

Address of Lessor:
450 S. Main Street
Richland Center, WI 53581

Address of Lessee:
27490 Pauls Hill Drive
Richland Center, WI 53581