

# VILLAGE SHED THREE MONTH SHARED SPACE LEASE AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **The Village of Ridgeway** (herein after called "Lessor" and **Too Tall Landscaping, LLC** (herein after called Lessee) enter into this Agreement (Lease) in consideration of their mutual promises and respective obligations set forth in the following provisions, conditions and covenants:

## PROVISIONS, CONDITIONS, and COVENANTS

### 1. SHED

Lessor hereby agrees to rent space to Lessee in the storage facility located at 105 Tallman Court; a 40 x 80 shed situated on the South side of the intersection of County Highway "H" North and County Highway "HHH", in the County of Iowa, State of Wisconsin, Village of Ridgeway, hereinafter referred to as the "Shed".

### 2. USE

- The Shed shall be used for equipment storage only;
- No liquids shall be stored in the shed;
- All storage shall be solely inside of the Shed;
- No business use shall be conducted in the Shed;
- All necessary snow removal will be conducted by Lessee;
- Ingress and Egress shall only be allowed directly onto Tallman Court via the gravel driveway;
- At end of lease the area of the shed used by lessee shall be cleaned by the lessee and all personal effects removed

### 3. TERM

The Lease shall commence on May 10, 2023 and expire on August 10, 2023 (Term) unless shall otherwise begin or be delayed or terminated in accordance with a 30-day written notice from either party. Contract will automatically renew every three months unless a written notice to terminate is generated from either party.

### 4. RENT

Lessee shall pay to Lessor as rent for the Shed \$150.00 per term (\$50 per month) to be paid in full at the start of the term.

### 5. INDEMNIFICATION

Lessee agrees to indemnify and hold Lessor harmless and free from any and all costs and expenses and liabilities, including attorney fees, arising by reason of any damage or injury to any person or property which may arise from or be due to the occupancy or use of the Land or Shed by Lessee, its employees, agents, guests or visitors unless such is caused by or attributable to the negligence or intentional conduct of the Lessor, its agents, contractors, employees or invitees.

### 6. DEFAULT BY LESSEE – REMEDIES OF LESSOR

- A. Failure to pay any rental installment or other sums of money required of Lessee hereunder, as and when due, for a period of fifteen (15) days following receipt of written notice thereof shall constitute a material default and breach of this Lease by Lessee.
- B. Upon the occurrence of any of the circumstances of default set forth in the Article, Lessor may hold and/or declare Lessee in default of the Lease by giving written notice thereof; whereupon, Lessor shall have the option to pursue any one or more of the remedies hereinafter set forth in addition to

those rights of recovery which may be available through other actions or procedures at law or in equity:

- (1) Terminate this Lease at any time; however, no actions on the part of the Lessor shall be construed as an election to terminate this Lease unless given in writing to Lessee.

## 7. NOTICES

All notices, demands, or communications required to be given under this Lease shall be forwarded simultaneously by e-mail, certified mail, or by hand delivery to the respective addresses of the parties.

Addresses of the parties:

LESSEE:  
Too Tall Landscaping  
Paul McCluskey  
231 Main Street  
Ridgeway, WI 53582  
[Tootalllandscape01@gmail.com](mailto:Tootalllandscape01@gmail.com)

LESSOR:  
Village of Ridgeway  
208 Jarvis Street  
Suite A  
Ridgeway, WI 53582  
[clerk@ridgewaywi.gov](mailto:clerk@ridgewaywi.gov)

## 8. ENTIRE AGREEMENT

There are no other agreements, conditions or understandings, either written or oral, between the parties hereto with respect to the Land or Shed other than those set forth in the Lease or incorporated by reference. No subsequent amendments, deletions or additions to this Lease shall be binding upon the parties hereto unless such shall be reduced to writing and executed by each of the said parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first set forth herein.

LESSEE

LESSOR:

\_\_\_\_\_  
Too Tall Landscaping, LLC      DATE  
Paul McCluskey

\_\_\_\_\_  
President, Village of Ridgeway      DATE  
Michele B. Casper

Attest:

\_\_\_\_\_  
Hailey E. Roessler, Village of Ridgeway Clerk/Treasurer      DATE