

## **RENTAL AGREEMENT**

This Rental Agreement made this \_\_\_\_\_ day of April 2024 by and between the CITY OF WATERTOWN SENIOR AND COMMUNITY CENTER, hereinafter referred to as "Landlord", and the AGING AND DISABILITY RESOURCE CENTER OF JEFFERSON COUNTY, hereinafter referred to as "Tenant" and collectively referred to herein as the "Parties".

In consideration of, the Landlord renting certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### **PROPERTY**

The Landlord agrees to rent to the Tenant the following described premises located at 514 South First Street, Watertown, Wisconsin. Hereinafter known as the "Premises".

1. Map attached.
2. The nonexclusive use of the kitchen, dining area, restrooms, entrances, and hallways necessary to access said areas of the premises for providing senior meals and other services.
3. The ADRC and persons attending the ADRC services shall be allowed the nonexclusive use of the front (south) parking lot associated with the facility during the times that meals and services are provided.

### **TERM**

This agreement shall be for a three (3) year term commencing on May \_\_\_\_\_ 1\_\_\_\_, 2024 and terminating on May \_\_\_\_\_ 1\_\_\_\_, 2027.

Renewal this agreement shall automatically renew for a period of two (2) years unless either party provides notice to the other party at least ninety (90) days prior to the termination date.

This agreement may be terminated by either party early by providing written notice of intention to terminate the agreement at least ninety (90) days prior to the new termination date.

### **RENT**

Subject to the provisions of this Agreement, the rent for the Premises shall be \$65.00 for each month the Premises are used. The Tenant will pay the rent monthly on the first day of each month and every month of the term of this Agreement to the Landlord at 514 South First Street, Watertown, WI 53094 or at such other place as the Landlord may later designate.

### **PROPERTY USE**

The Landlord is renting the Premises to the Tenant and the Tenant is hereby agreeing to rent the Premises for the following use and purpose.

The use of the kitchen, dining area, restrooms, entrances and hallways necessary to access said areas of the SCC located at 514 South First Street, Watertown, WI 53094 (hereinafter referred to as the "Facility") for providing senior meals and other services, typically, but not exclusively 5 days a week (Monday-Friday), excluding weekends and holidays— Kitchen use from 9:00 a.m. to 1:00 p.m, Dining only from 11:00am – 12:15pm. All diners must leave the dining area at 12:15 pm as the space is reserved for other programming to begin at that time.

The Landlord may use and occupy the premises so as to not interfere with the ADRC programming scheduled between 9:00 a.m. and 1:00 p.m. Monday - Friday unless notice of Landlord's need for the space is provided to ADRC at least one week in advance of a date that Landlord's use may interfere with ADRC programming.

ADRC staff will be notified as soon as feasible of emergency maintenance problems that will result in said facilities being unavailable.

Senior Center Programming will be available in dining hall at 12:15 daily.

Other than the days and times listed for the ADRC's use, the Landlord can authorize the use of its kitchen and dining facilities for other groups. This shall not include the use of any items or equipment solely for the use of the ADRC.

Senior Center programs will need use of the kitchen and dining area at different times throughout the year. Should ADRC staff need to stay on the Premises after 1:00 p.m., ADRC staff will not be permitted to remain in the Kitchen or dining area, but may stay in an alternate location designated by the Landlord.

Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

The Parties will comply with standards of health, sanitation, fire, and safety as required by law.

The ADRC will perform an annual sanitation inspection of the Facility and notify the Landlord, in writing, of any items that need to be corrected.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Landlord only.

### **OBLIGATIONS OF LANDLORD**

The Landlord assumes all responsibility for furnishing and payment of the following:

1. All the various utilities provided to the facility including heat, air conditioning, gas, water, and sewer, which the ADRC agrees not to waste.
2. Adequate custodial services of restroom facilities, entrance, hallway, pest control, as well as maintaining the grounds, the exterior of the buildings, (including snow/ice removal), the interior of the building (except the cleaning specifically stated herein provided by the ADRC).
3. Adequate secure space for storage of equipment and supplies of the ADRC – ½ kitchen closet will be set aside for ADRC needs consisting of six (6) shelves and space for a cart. We will also provide six (6) cabinets under the island and one (1) on the east wall for ADRC use.

The Landlord owns the following equipment that they will share with others using the facility: two (2) oven, two (2) refrigerator (We designate one refrigerator for ADRC). Whereas these certain pieces of

equipment owned by the Landlord will be used by others renting the site, therefore, maintenance and repairs of these pieces of equipment may be the shared responsibility of the Landlord and the ADRC. The Landlord will pay 50% of the repair cost on equipment owned by the Landlord and the ADRC will pay 50% of the repair cost on the Landlord's equipment used by other renters.

The Landlord agrees that the following equipment and supplies owned by the ADRC are strictly for the ADRC's use and will NOT be used by any other person or entity using or renting the facility: Dishwasher, hot holders, designated drawer/cabinet contents, meal packer, printer.

**\*\*Equipment should not exceed space provided. Any equipment left out on counters or cannot be contained within the storage provided will not be the responsibility of the City of Watertown and could incur additional rental charges. \*\*Any additional equipment to be stored at Facility must be approved by "Landlord." \*\*Any affixed equipment will become the property of the City of Watertown should this agreement expire. Equipment failures on any equipment that is used exclusively for Senior Dining will be the sole responsibility of the ADRC to fix or replace.**

If the facility is used or rented by another person or agency and is not left in the exact condition in which it was rented, when the ADRC staff arrives on agreed upon days of the week the facility is leased, and they have to clean the premises in order to prepare and serve meals, the Landlord agrees that persons or entities using the facility and leaving it in unkept condition (or the Landlord if the other persons fail to do so) will make immediate settlement to the ADRC for any such cleaning, loss, breakage, etc. and vice versa.

#### **OBLIGATIONS OF TENANT**

The Tenant shall be primarily responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which the Tenant, or their employees, can do and perform on their own, and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous waste and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

The Tenant shall, during the term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

The ADRC assumes all responsibility for furnishing and payment of the following:

1. All food, beverage, and supplies necessary to carry out their programs.
2. A paid Site Manager to be at the site for the above-named times and days of service.
3. For each day the ADRC is providing senior nutrition and activity programming, clean up the kitchen and dining area after using the facility, including but not limited to clean countertops, tables, surfaces, and appliances, remove garbage to dumpster, and clean the kitchen and dining room floors daily. These areas will be left in a neat, clean, and sanitary condition in substantially as clean of condition as the facility was in immediately prior to the ADRC's use.
4. The monthly telephone service for the ADRC Programs.

The ADRC owns the following equipment that they will share with users of the facility: microwaves. Whereas these certain pieces of equipment owned by the ADRC will be used by others renting the site, therefore, maintenance and repairs of these pieces of equipment may be the shared responsibility of the ADRC and the Landlord. The ADRC will pay 80% of the repair cost on equipment owned by the tenant and the Landlord will pay 20% of the repair cost on the ADRC's equipment used by other renters.

The ADRC agrees that the following equipment and supplies owned by the Landlord are strictly for the Landlord's use and will NOT be used by any other person or entity using or renting the facility: Coffee urns, designated drawer/cabinet contents.

The ADRC will promptly report to the Landlord in writing any equipment, supplies or contents which are broken or missing so that the Landlord may take appropriate action within a reasonable period of time thereafter.

### **INSURANCE**

In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share or any such increase.

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

**Liability and Insurance:** The Tenant and the Landlord shall each obtain and maintain adequate commercial general liability insurance as well as property insurance covering their equipment/personal property. Landlord shall maintain adequate property damage and liability coverage for the Facility.

### **SUBLET/ASSIGNMENT**

The Tenant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said rented Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

This agreement may not be assigned in whole or in part to another without the prior written consent of the other party.

### **CONDITION OF PREMISES/INSPECTION BY TENANT**

The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is renting and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

### **RIGHT OF ENTRY**

It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required

of the Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

### **INDEMNIFICATION**

The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises.

### **GOVERNING LAW**

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

### **NOTICES**

Payments and notices shall be addressed to the following:

#### Landlord

City of Watertown Senior and Community Center  
Attention: Kristine Butteris, Director  
514 South First Street  
Watertown, WI 53094  
(920) 262-8080  
Email: [kbutteris@watertownwi.gov](mailto:kbutteris@watertownwi.gov)

#### Tenant

Aging and Disability Resource Center of Jefferson County

### **AMENDMENT**

This agreement sets forth the entire understanding and agreement between the parties relating to the subject of this agreement and may be amended only by a written document executed by both Parties.

### **BINDING EFFECT**

This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenant and/or their respective successors, heirs, assigns, executors, and administrators.

### **ATTORNEY FEE**

In the event any legal action has to be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

### **MISCELLANEOUS TERMS**

The Tenant will obey all rules and regulations of the Landlord regarding the Premises. A copy of the Rules and Regulations are attached hereto and incorporated by reference as Exhibit B.

### **EMERGENCY PREPAREDNESS**

Fire Safety, and evacuation procedures.

1. The Landlord agrees to post fire evacuation routes and have properly functioning smoke and carbon monoxide detectors in place.
2. The Landlord agrees to post "Shelter here" signage in the event of high winds.

3. The ADRC agrees to review fire evacuation and shelter procedures with staff and participants at least annually.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the date first above written. Each of the undersigned signatories hereby represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is entering into this lease.

CITY OF WATERTOWN

AGING AND DISABILITY RESOURCE CENTER OF  
JEFFERSON COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_