

RENTAL AGREEMENT

This Rental Agreement made this 27 day of May by and between the CITY OF WATERTOWN SENIOR AND COMMUNITY CENTER, hereinafter referred to as "Landlord", and the CAN YOU HEAR ME NOW 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. The nonexclusive use of a designated and agreed upon room, restrooms, entrances, and hallways necessary to access said areas of the premises for providing services.
2. The Tenant and persons attending the Tenant services shall be allowed the nonexclusive use of the front (south) parking lot associated with the facility during the times that services are provided.

TERM

This agreement shall be for a three (3) year term commencing on June 1 , 2026 and terminating on December 31 , 2028.

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 determined by the Landlord, in accordance with the Fees and Charges Policy, for each year the Premises are used. The Tenant will pay the rent yearly on the first day of each year and every year 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 a designated and agreed upon room, 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 services on agreed upon dates, excluding holidays, at various and agreed upon times. All users must not arrive before the designated

arrival time and leave the facility by the designated departure time as the space is reserved for other programming or rentals.

The Landlord may use and occupy the premises so as to not interfere with the Tenant services at the scheduled times and dates unless notice of Landlord's need for the space is provided to the Tenant at least one week in advance of a date that Landlord's use may interfere with Tenant services.

Tenant contact persons will be notified as soon as feasible of emergency maintenance problems that will result in said facilities being unavailable.

The Landlord can authorize the use of its facilities for other groups other than the days and times listed for the Tenant's use. Other groups may occupy other rooms at the same time and days listed for the Tenant's use, and shall not interfere with each other.

Equipment specifically for the use of the Tenant shall not be stored on the premises other than the days and times listed for the Tenant's use.

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.

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 Tenant 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 Tenant).

The Landlord will accept and keep appointment records for the Tenant in accordance with the agreed upon dates and times available.

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 Tenant staff arrives on agreed upon days of the week the facility is leased, and they have to clean the premises in order to provide services, 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 Tenant 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.

Tenant assumes all responsibility for furnishing and payment of the following:

1. All materials and supplies necessary to carry out their services.
2. For each day Tenant is providing services, Tenant is to clean up the facility after using the facility, including but not limited to clean countertops, tables, surfaces, and appliances, remove garbage to dumpster, and clean floors. 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 Tenant's use.

Tenant 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

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.

The Tenant shall provide proof of insurance with general liability coverage of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; umbrella liability of \$2,000,000.00 per occurrence and aggregate. A certificate naming City as an additional insured shall be provided to City annually.

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.

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.

LIMITATION OF MUNICIPAL LIABILITY

Nothing contained within this Agreement is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

INDEMNIFICATION

Tenant shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Tenant's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

REVOCACTION

This Agreement shall be revocable if Tenant neglects or fails to perform or observe any of the covenants of this Agreement. If City learns of any such defect, City shall provide written notice to Tenant that specifies the defect. Tenant shall have thirty (30) days after City has given written notice to cure such defect. After any revocation, Tenant shall immediately quit and surrender possession of the Premises. After any revocation, City shall have the right to re-enter and take possession of the Premises forthwith. Neither City nor its agents or employees, shall be liable for any damages because of such revocation.

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
Attention: City Clerk
106 Jones Street
Watertown, WI 53094

With copies to:

City of Watertown Senior and Community Center
Attention: Ryan Schmidt, Director
514 South First Street
Watertown, WI 53094
(920) 262-8080
Email: rschmidt@watertownwi.gov

Tenant

Amy Williamson DBA Can You Hear Me Now

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.

THIRD PARTY BENEFICIARY

This Agreement including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.

RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee,

partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

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 Tenant agrees to review fire evacuation and shelter procedures with staff and participants at least annually.

SEVERABILITY

If any term of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

NON-WAIVER

The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this Agreement will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

AUTHORITY

The Parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.

ENTIRE AGREEMENT

This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless in writing and signed by both Parties.

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.

LANDLORD

CITY OF WATERTOWN

BY: _____

TENANT

AMY WILLIAMSON DBA CAN YOU YEAR ME NOW

BY: _____