

**A LEASE AGREEMENT BY AND BETWEEN
KENOSHA COUNTY, WISCONSIN, LESSOR
AND**

, 2000

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ORIGINAL DRAFT: FEB. 25, 2000

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REVISED DATE: MARCH 29, 2011

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THIS LEASE AGREEMENT IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2000 BY AND BETWEEN KENOSHA COUNTY, WISCONSIN, A QUASI-MUNICIPAL CORPORATION CREATED PURSUANT TO § 2.01[30] OF THE W I S C O N S I N S T A T U T E S , L E S S O R , A N D _____, LESSEE.

RECITALS

1 **A.** [The recitals are a summary of the history of events that have led up to the
2 point of executing the contract; they should reflect need for the agreement;
3 data and facts that were analyzed; reliance on the representations made; and
4 a conclusion that it is in the best interests of the county to enter into this
5 agreement. Recitals and all Exhibits should be incorporated by reference and
6 preliminary documents such as proposals or bids may or may not be so
7 incorporated by reference.]
8

9 .
10
11 **C** .
12
13 **D** .
14 Subject to the terms, conditions, rights, covenants and restrictions set
15 forth in this agreement, the Owner / Lessor hereby leases to the Lessee and the
16 Lessee hereby leases from the Lessor the real property hereinafter described under
17 the terms and for the purposes hereinafter set forth.
18
19
20
21
22
23
24

1 **5 PARTIES**

2
3 **5.1 Identification of Parties**

4
5 Kenosha County, Wisconsin, the Owner / Lessor as
6 described herein, is a quasi-municipal corporation created
7 pursuant to the provisions of § 2.01 [30] of the Wisconsin
8 Statutes, with its principle office located at 1010 56th
9 Street, Kenosha, Wisconsin 53140.

10
11 _____, the Lessor as described herein is a
12 _____ Corporation authorized to do
13 business in the State of Wisconsin, with its principle office
14 located at _____.

15
16 **5.2 Authorized Agents**

17
18 For purposes of administering the terms of this lease and
19 for purposes of giving and receiving notices the following
20 individuals shall be deemed agents of the Lessor and
21 Lessee:

22
23 For the Lessor:

24
25 The Kenosha County Executive or, upon
26 written notice, his or her designee, shall have
27 the duty of insuring compliance by the
28 Lessee with this Lease agreement.
29 Furthermore the _____ Committee
30 of the Kenosha County Board of Supervisors
31 shall have the authority to monitor and
32 investigate the performance of the
33 obligations set forth herein. In such regard
34 the Lessee agrees to cooperate with such
35 committee and to make available to said
36 committee any documents in the possession
37 of the Lessee pertaining to the demised
38 premises or the operation of the Lease.

39
40 For the Lessee:

1
2
3
4 **During the term of this Lease the authorized agents of the**
5 **parties may be unilaterally changed upon written notice to**
6 **the other party.**

7
8 **5.3 Assignment and Sub-letting**

9
10 **This Lease may not be assigned or sublet without the**
11 **prior written approval of the Lessor. In the event of an**
12 **assignment of this Lease, the assignee must become a**
13 **signatory to this agreement and assumes all obligations**
14 **of the Lessee arising under the terms of this Agreement.**

15
16 **5.4 Successors in Interest**

17
18 **A legally recognized successor in interest to this lease,**
19 **such as, but not limited to, a court appointed guardian,**
20 **personal representative, receiver or trustee, or a Lessor**
21 **approved assignee or successor shall be subject and**
22 **bound to the same terms of the Lease as the Lessee, it**
23 **being the intent of the parties that this agreement shall run**
24 **with the demised premises for the term of this Agreement.**

25
26 **5.5 Third Party Beneficiaries**

27
28 **The provisions, rights and benefits contained and granted**
29 **herein are not intended for the benefit of any third party.**

30
31 **6 DEFINITIONS**

32
33 **6.1 RESERVED**

34
35
36
37
38 **7 DESCRIPTION OF PREMISES**

1 7.1 Legal Description

2
3 The Leased premises are commonly known as and
4 described as: _____ and
5 more particularly described in Exhibit "A" attached hereto
6 and incorporated herein as if fully set forth.
7

8 8 TERM

9
10 8.1 Original Term

11
12 The initial term of this Lease shall begin at 12:01AM on
13 _____ and shall cease as of 12:01AM on
14 _____.

15
16 8.2 Limited Extension

17
18 Any holdover beyond the original term of this agreement
19 shall only be allowed by mutual written consent of the
20 parties and shall be for a period on not less than 30 days
21 and not more than 90 days.
22

23 8.3 Option to Renew

24
25 The Lessee shall have the option to renew this lease for an
26 additional term of _____, ending at 12:01AM
27 on _____ under the same terms as this lease
28 or its modification or revision, with the exception of this
29 section and as hereinafter stated, it being contemplated
30 that the demised premises shall revert to the Lessor at the
31 end of the option period unless otherwise subsequently
32 mutually agreed upon. The exercise of the Option to
33 Renew is subject, however, to the following increases in
34 rent and modification of insurance coverage:
35

- 36 a) _____
37 b) _____
38 c) _____
39 d) _____
40

1
2 This provision is viable only in the event that the Lessee
3 has given the Lessor written notice of its intent to exercise
4 this option no later than 12:01AM on _____.

5
6 **8.4 Termination**

7
8 This Agreement may be terminated by the Lessor for
9 failure to timely pay rent, or in the event of a material
10 breach of the terms of this Agreement by the Lessee or for
11 reasons of public health or safety. In the event of fire ____

12
13 **9 CONSIDERATION**

14
15 **9.1 Lease Payments**

16
17 Rent shall be paid monthly and in advance according to
18 the schedule in the attached Exhibit "B" which is attached
19 hereto and incorporated herein as if fully set forth.

20
21 Rent shall be made payable to :

22
23 Kenosha County Treasurer
24 % Kenosha County Department of _____
25 1010 - 56th Street
26 Kenosha, Wisconsin 53140

27
28
29 **9.2 Late Payment**

30
31 In the event that the Lessee fails to make payments due
32 the Lessor as required herein and in a timely fashion, the
33 Lessee shall pay the Lessor interest at the rate of 1.5% per
34 month on any amount that is delinquent.

35
36 **9.3 Security Deposit**

37
38 A security deposit of \$ _____ shall be paid by the
39 Lessee to the Lessor to be held in an interest bearing

1 account by the Lessor which shall be refunded to the
2 Lessee by the Lessor at the termination of this Lease
3 unless used by the Lessor during the term of this Lease to
4 pay for any obligation of the Lessee under the terms of
5 this lease which is in default or for, in the sole discretion
6 of the Lessor, repair of any damage to the premises by the
7 Lessee or its agents, officers, employees, or invitees or
8 licensees. Failure on the part of the Lessee to maintain
9 the amount of such security deposit at the above level
10 throughout the term of this Lease shall be considered a
11 breach of the terms of this agreement.
12

13 9.4 Utility, Taxes and Miscellaneous Payments [see §]
14

15
16 **10 Contractual Rights and Duties of the Parties**
17

18 **10.1 Representations and Warranties**
19

20 Lessor represents and warrants the following to Lessee
21 with respect to Lessor's Parcel and the Premises:
22

23 (a) Lessor is the record Lessor of Lessor's Parcel and
24 the Premises and owns the same free and clear of all liens
25 and encumbrances and has the full right, power and
26 authority to enter into, execute and deliver this Agreement.
27

28 (b) Provided that Lessee is not in default under the
29 terms of this Agreement, Lessor (and its agents) shall not
30 disturb or interfere with the quiet and peaceable
31 enjoyment of the Premises by Lessee, Lessee's sub-
32 lessees and other third parties claiming rights to the
33 Premises pursuant to Lessee's rights under this
34 Agreement.
35

36 (c) Lessor has no notice or knowledge of any
37 conditions affecting Lessor's Parcel or the Premises that
38 would constitute a violation of any applicable federal, state
39 or local law or regulation.

1 **10.2 Use of the Premises**

2
3 It is the intent of the Lessee to use the demised premises
4 for legal purposes only and specifically for the purpose
5 of operating _____.

6
7 **10.3 Exclusive Use**

8
9 Lessor grants to Lessee the exclusive use of the
10 Premises with Lessor during the term of this Agreement.
11 Lessor shall not grant to any other party, an interest in or
12 right to the Premises for any reason whatsoever without
13 Lessee's prior written consent, which consent may not be
14 unreasonably withheld. Furthermore, Lessor shall not
15 grant to any other party, an interest in or right to Lessor's
16 Parcel if such interest or right would interfere with the
17 business operations of Lessee or its authorized sub-
18 lessees on the Premises.

19
20 **10.4 Access Rights**

21
22 In the event of an emergency, Lessor, its employees, or its
23 agents shall have access to any part of the Premises used
24 or occupied by Lessee without prior notice to Lessee.
25 Otherwise, Lessee shall admit Lessor, its employees or its
26 agents to the common areas of the Premises on 24 hours
27 prior notice to Lessee. Lessor shall maintain access to
28 the Premises at all times for the benefit of Lessee and its
29 sub- lessees.

30
31 **10.5 Maintenance and Repairs**

32
33 Lessee shall be responsible for any and all maintenance,
34 repairs, construction and security which may be required
35 to properly install and maintain the Lessee equipment. Any
36 equipment owned by Lessee shall be properly installed
37 and maintained by Lessee.

38
39 Routine Day-to-1Day Maintenance, Janitorial Services and
40 Repairs shall be the responsibility of _____.

1 [Lessor shall be provided with a written report of all such
2 maintenance and repairs.]
3

4 Extra-ordinary maintenance, repairs and structural
5 changes shall be the responsibility of _____.
6 The Lessee shall not remodel, or alter the premises or
7 modify or make structural changes without the express
8 written consent of the Lessor.
9

10 **10.6 Fixtures and Equipment**

11
12 10.6.1 Reserved
13

14 **10.7 Utilities**

15
16 Lessee shall pay for the cost of bringing gas, electric
17 telephone, cable or computer service to the Premises.
18 Lessee shall separately meter charges for the
19 consumption of electricity and any other utilities
20 associated with its use of the Premises and shall pay all
21 costs associated therewith.
22

23 **10.8 Taxes**

24
25 Lessee shall pay and be responsible for any and all
26 personal and real estate taxes and assessments, general
27 and special, levied and assessed against the Premises. If
28 any sales, use, income or other tax is ever assessed or
29 levied against the rent, charges payable by Lessee under
30 this Agreement or that otherwise relates in any way to this
31 Agreement, Lessee shall pay that tax upon demand by
32 Lessor.
33

34 **10.9 Claims and Lien Waivers**

35
36 The Lessee shall keep the premises free of all liens and
37 shall do nothing which would result in a construction or
38 other lien being placed against the demised premises.
39 Upon notification of any claim or lien affecting the leased
40 property the Lessee shall remove such lien or resolve

1 such claim within 30 days or in lieu thereof escrow funds
2 with the Lessor in an amount sufficient to satisfy such
3 liens or claims.
4

5 **10.10 Lessor's Access to Records / Discovery / Inspection**
6

7 Lessee shall upon 48 hours notice grant the Lessor
8 access to all records and documents in the possession of
9 the Lessee which pertain to the demised premises or any
10 provision of this agreement.
11

12 **10.11 Duty to Disclose Defects and Health and Safety Conditions and**
13 **Potential Conflicts of Interests**
14

15 10.11.1 Reserved
16
17

18 **11 Risk Management**
19

20 **11.1 Insurance**
21

22 11.1.1 General
23

24 At all times during the term of this Agreement, Lessee
25 shall keep in force and effect all insurance policies as
26 outlined below. The insurer must be approved by Lessor
27 and be authorized to do business under the laws of the
28 State of Wisconsin and have an "A" or better rating in
29 Best's Guide. Such insurance will be primary. Except as
30 otherwise stated in this section, all contractors and all of
31 their subcontractors who perform work on the Premises
32 shall carry, in full force and effect, worker's compensation,
33 comprehensive general liability, umbrella liability, and
34 automobile liability insurance coverages of the type that
35 Lessee is required to obtain under the terms of this
36 agreement and with the same limits.
37

38 Prior to the execution of this Agreement and prior to each
39 insurance policy expiration date during the term of this

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND
February 16, 2000**

1 **Agreement, Lessee will furnish Lessor with a Certificate of**
2 **Insurance. The Certificate shall reference this Agreement**
3 **and worker's compensation and property insurance**
4 **waivers of subrogation required by this Agreement.**

5
6 **On giving Lessee reasonable notice, Lessor shall have the right to**
7 **inspect the insurance policies Lessee is required to maintain**
8 **under this Agreement, along with any riders or amendments**
9 **thereto.**

10
11 **Lessor will be given thirty (30) days advance notice of**
12 **cancellation or non-renewal of insurance during the term**
13 **of this Agreement.**

14
15 **With respect to all liabilities of Lessee, its contractors and**
16 **their subcontractors arising out of this Agreement, Lessor,**
17 **its board members, commissioners, agents, officers,**
18 **employees and representatives (collectively, "Additional**
19 **Insureds") shall be named as additional insureds under all**
20 **of the policies, except business interruption and worker's**
21 **compensation policies, which shall be so stated on the**
22 **Certificate of Insurance.**

23
24 **All policies, other than worker's compensation, shall be**
25 **written on an occurrence and not on a claims-made basis.**

26
27
28 **All policies may be written with deductibles, not to exceed**
29 **\$100,000.**

30
31 **Lessee shall defend, indemnify and hold harmless Lessor**
32 **and Additional Insureds from and against payment of any**
33 **deductible and payment of any premium on any policy**
34 **required under this agreement**

35
36 **11.1.2 Commercial General Liability Insurance.**

37
38 **A general liability policy will be written to provide**
39 **coverage for, but not limited to, the following: premises**
40 **and operations, products and completed operations,**

1 personal injury, blanket contractual coverage, broad form
2 property damage, independent contractor's coverage and
3 coverage for property damage from perils of explosion,
4 collapse or damage to underground utilities (commonly
5 known as XCU coverage). Limits of liability not less than
6 \$1,000,000 general aggregate, \$1,000,000
7 products/completed operations aggregate, \$1,000,000
8 personal injury, \$1,000,000 each occurrence.
9

10 Coverage shall not contain a standard form pollution
11 exclusion. To the extent such coverage cannot be
12 obtained through CGLI, Lessee shall obtain equivalent
13 insurance to insure the property against environmental
14 hazards.
15

16 11.1.3 Property Insurance / Contents

17
18 Each party will be responsible for maintaining property
19 insurance on its own buildings and other improvements,
20 including all equipment, fixtures, utility structures,
21 fencing, or support systems that may be built or placed
22 upon the Property to fully protect against hazards of fire,
23 vandalism and malicious mischief, and such other perils
24 as are covered by policies of insurance commonly referred
25 to and known as "extended coverage" insurance or
26 self-insure such exposures.
27

28 To the extent covered by property insurance, Lessee and
29 Lessor hereby release each other from and waive all rights
30 against each other for any loss or damage to property
31 caused by fire or other peril if the property is insured for
32 such loss or damage in any policy of insurance even if
33 such loss or damage is caused by the fault or negligence
34 of the other party or anyone for whom such party is
35 responsible. Lessee shall cause a waiver of subrogation
36 rights to be included in its property insurance policy,
37 unless such waiver would render the policy void or would
38 prohibit recovery under the policy.
39

40 11.1.4 Builder's Risk Insurance

1
2 **At the start of and during the period of any construction,**
3 **builder's all-risk insurance shall be obtained by the Lessee,**
4 **together with an installation floater or equivalent property**
5 **coverage covering materials, machinery and supplies of any**
6 **nature whatsoever which are to be used in or incidental to the**
7 **installation and operation of the facility. Upon completion of the**
8 **installation of the facility, Lessee shall substitute for the foregoing**
9 **insurance the insurance policy specified under Subsection 7.1.3.**

10
11 **11.1.5 Automobile Liability Insurance**

12
13 **Business automobile policy covering all owned, hired and**
14 **non-owned private passenger autos and commercial vehicles**
15 **located on the premises. Limits of liability not less than**
16 **\$1,000,000 each occurrence, \$1,000,000 aggregate.**

17
18 **11.1.6 Worker's Compensation and**
19 **Employers' Liability Insurance**

20
21 **Statutory worker's compensation benefits and employers'**
22 **liability insurance with a limit of liability no less than \$100,000**
23 **each accident. Lessee shall require its contractors and their**
24 **subcontractors and others not protected under its insurance to**
25 **obtain and maintain such insurance.**

26
27
28 **11.1.7 Worker's Compensation Waiver of Subrogation**

29
30 **Lessor shall not be liable to Lessee for any injuries to Lessee's**
31 **employees arising out of or in connection with this Agreement**
32 **including any and all work of any type performed by Lessee upon**
33 **the Premises or Property, including injuries arising during**
34 **equipment installation, alteration, modification, improvement,**
35 **maintenance, repair, replacement, or use, or ingress or egress to**
36 **or from the Property unless caused solely by the intentional and**
37 **wilful acts of Lessor. Lessee shall waive any and all rights of**
38 **recovery from Lessor for worker's compensation claims made by**
39 **its employees and shall obtain such waiver from its worker's**
40 **compensation insurer. Lessee shall also cause its contractors and**

1 their subcontractors to obtain such worker's compensation
2 waivers of subrogation in favor of Lessor.

3
4 **11.1.8 Boiler and Miscellaneous Insurance [Reserved]**

5
6 **11.1.9 Umbrella Liability Insurance**

7
8 Coverage to be in excess of employers' liability, commercial
9 general liability, and automobile liability insurance required
10 above. Limits of liability not less than \$3,000,000 each
11 occurrence, \$3,000,000 aggregate for Lessee and not less than
12 \$1,000,000 each occurrence, \$1,000,000 aggregate for Lessee's
13 contractors or their subcontractors doing any work on the
14 Premises.

15
16 The aforesaid limits of liability may be increased or decreased by
17 mutual consent of the parties, which consent will not be
18 unreasonably withheld by either party, in the event of any factors
19 or occurrences, including substantial increases in the level of jury
20 verdicts or judgments or the passage of state, federal or other
21 governmental compensation plans, or laws which would
22 materially increase or decrease Lessor's or Lessee's exposure to
23 risk. In addition, in the event of a hold-over at the end of the
24 term of this Agreement or any renewal term, insurance
25 requirements in this Agreement will be adjusted, at Lessor's
26 option, to reflect then prevailing market rates, terms, and
27 requirements for the type of risk associated with the activities
28 contemplated under this Agreement.

29
30
31 **11.2 Indemnification**

32
33 Lessee shall defend, indemnify and hold harmless Lessor and its
34 officials, officers, departments, agencies, committees, board
35 members, representatives, employees, agents, contractors and
36 attorneys (collectively, "Indemnified Parties") against any and all
37 liability, loss, claims, costs, damages, fines, forfeitures, penalties,
38 expenses (including reasonable attorney fees of counsel selected
39 by Lessor and all other costs and expenses of litigation), arising
40 in any way from: (i) _____

1 **11.3 Limitations**

2
3 (a) Lessee undertakes and assumes for its officers, agents,
4 affiliates, contractors and subcontractors and employees
5 (collectively “Lessee” for the purpose of this Section), all risk of
6 dangerous conditions, if any, on or about the Premises. Lessor
7 shall not be liable for and Lessee shall defend, indemnify and
8 hold harmless Indemnified Parties, as defined in this Agreement,
9 from any injury or damage or threat of damage allegedly caused
10 by Lessee for any reason other than Lessor’s wilful misconduct.

11
12 (b) No provision of this Agreement is intended, or shall be
13 construed, to be a waiver for any purpose by Lessor of the
14 provisions of Section 893.80 of the Wisconsin Statutes or other
15 applicable limits on municipal liability.

16
17
18 **11.4 Environmental**

19
20 (a) Lessee represents and warrants that Lessee’s or its sub-
21 lessees’ use of the Premises will not generate any hazardous
22 substances, that it or its sub-lessees will not store or dispose on
23 the Premises or transport to or over the Premises any hazardous
24 substances and that the demised premises including the facilities
25 of Lessee’s sub-lessees, will not constitute or contain and will not
26 generate any hazardous substance in violation of state or federal
27 law now or hereafter in effect including any amendments.
28 “Hazardous substance” shall be interpreted broadly to mean any
29 substance or material designated or defined as hazardous or toxic
30 waste, hazardous or toxic material, hazardous or toxic or
31 radioactive substance, or other similar term by any federal, state,
32 or local laws, regulations or rules now or hereafter in effect
33 including any amendments. Lessee further represents and
34 warrants that in the event of breakage, leakage, incineration or
35 other disaster, the demised premises leased by Lessee would not
36 release such hazardous wastes or substances.

37 (b) In any agreements with a sub-lessee approved by the Lessor,
38 Lessee agrees that it shall require the lessee to warrant that the
39 sub-lessee’s use of the Premises will not generate any hazardous
40 substances and that the sub-lessee will not store or dispose on the

1 Premises or transport to or over the Premises any hazardous
2 substances and that the demised premises will not constitute or
3 contain and will not generate any hazardous substance in
4 violation of state or federal law now or hereafter in effect
5 including any amendments. Lessee shall also, to the extent
6 possible, require that its sub-lessees indemnify the Indemnified
7 Parties, as defined in this agreement, from and against any
8 and all liability, loss, cost, damage, fines, penalties, and
9 expense, including reasonable attorneys' fees arising from
10 or due to the release, threatened release, storage or
11 discovery of any such hazardous wastes or hazardous
12 substances on, under or adjacent to the Premises
13 attributable to the lessees' use of the Property.

14
15 (c) Lessee shall defend, indemnify and hold harmless
16 Indemnified Parties from and against any and all liability,
17 loss, cost, damage, fines, penalties, and expense,
18 including reasonable attorneys' fees arising from or due
19 to the release, threatened release, storage or discovery of
20 any such hazardous wastes or hazardous substances on,
21 under or adjacent to the Premises attributable to Lessee's
22 or its sub-lessees' use of the Property. Lessor shall waive
23 this requirement with respect to those sub-lessees who
24 have agreed to indemnify Lessor as set out in this Lease.

25
26 (d) Upon request, Lessor shall provide Lessee with a copy
27 of all environmental studies pertaining to the Premises
28 conducted on behalf of Lessor.

29
30
31 **11.5 Survival of Provisions**

32
33 All indemnification obligations of Lessee under this
34 Agreement shall survive the expiration or earlier
35 termination of this Agreement with respect to any and all
36 claims arising from events occurring prior to the
37 expiration or termination of this Agreement. Such
38 obligations of Lessee shall terminate after the expiration
39 of any applicable statutes of limitations with respect to
40 such claims.

1 **11.6 Lessor's Property / Operations**

2
3 **11.7 Reimbursement of Costs**

4
5 (a) Lessee shall, on demand, reimburse Lessor for all
6 reasonable costs and expenses of any type Lessor incurs
7 in connection with this Agreement (including performance
8 and enforcement of its provisions), or any Lessor approval
9 required hereunder, including engineering, legal, court
10 costs, attorney fees and costs of litigation and other
11 consulting fees.

12
13 (b) *With respect to any litigation to enforce this*
14 *Agreement, the prevailing party shall receive*
15 *reimbursement from the other party for all costs (including*
16 *reasonable attorneys fees) the prevailing party incurs.*

17
18 **11.8 Estoppel Agreement**

19
20 Lessor and Lessee agree that within ten (10) days of
21 receiving a request from the other it will provide an
22 estoppel agreement confirming if and to the extent then
23 true, that: (a) this Agreement remains in full force and
24 effect; (b) there exists no defaults hereunder or any
25 circumstances that with the giving of notice or passage of
26 time, or both, might constitute a default hereunder; and (c)
27 there exists no offset, counterclaims or other adjustments
28 in favor of the party requesting the estoppel agreement
29 under this Agreement.

30
31
32 **12 Dispute Resolution and Damages**

33 **12.1 Dispute Resolution**

34 **12.2 Obligation to Mitigate Damages**

35 **12.3 Liquidated Damages**

36 **12.4 Betterment Claims**

1
2 **12.5 Attorney Fees, Court Cost, Costs of Litigation [See §7.7]**

3
4 **12.6 Specific Performance**

5
6
7
8
9 **13 Miscellaneous Provisions**

10
11 **13.1 Governing Law**

12
13 This agreement shall be governed, interpreted, construed
14 and regulated by the Laws of the State of Wisconsin.

15
16
17 **13.2 Severability**

18
19 The un-enforceability, invalidity or illegality of any
20 provision of this Agreement shall not render the remaining
21 provisions unenforceable, invalid or illegal.

22
23 **13.3 Recording of Lease Agreement / Memorandum of Agreement**

24
25 The parties hereby agree to execute and record this
26 agreement or a short form memorandum of this
27 Agreement with the County Register of Deeds Office in
28 recordable form outlining the basic provisions of this
29 Agreement relating to the initial term, Lessee's renewal
30 options and access rights and such other basic terms
31 mutually agreed upon by the parties.

32
33 **13.4 Authority of Signatory to Execute Lease**

34
35 The Lessor, and the signatory of this agreement acting
36 on its behalf, are authorized to enter into this agreement,
37 to execute said agreement and to bind and obligate the
38 Lessor to the terms, rights and obligations herein
39 pursuant to the provisions of Wisconsin Statutes § 59.01
40 and Kenosha County Board of Supervisors Resolution #

1 _____ dated _____, attached hereto as Exhibit
2 "C" and incorporated herein as if fully set forth.
3

4 The Lessee, and the signatory of this agreement acting
5 on its behalf, are authorized to enter into this agreement,
6 to execute said agreement and to bind and obligate the
7 Lessee to the terms, rights and obligations herein
8 pursuant to the authorizing resolution of the Lessee's
9 Board of Directors dated _____, attached hereto as
10 Exhibit "D" and incorporated herein as if fully set forth.
11

12
13 **13.5 Notice Provisions**

14
15 Notices. All notices hereunder must be in writing and
16 shall be validly given if sent via Certified U.S. Mail/Return
17 Receipt Requested, addressed as follows (or any other
18 address that the party to be notified may have designated
19 to the sender by like notice):
20

21 **TO Lessor: Kenosha County Executive**
22 **With a copy to: County Board Chairman**
23 **1010 - 56th Street**
24 **Kenosha, Wisconsin 53140**
25

26
27 **TO Lessee:**
28

29
30 _____, WI
31

32 **With a copy to: Legal Affairs Division**
33

34
35 **13.6 Time of Escence**

36
37 Time is of the essence with respect to all dates and
38 deadlines set forth in the agreement.
39

40 **13.7 Waiver of Default or Breach**

1
2 **No waiver of a breach of any of the provisions in this**
3 **Lease shall be construed to be a waiver of any subsequent**
4 **breach of the same or any other provisions.**
5
6

7
8 **13.8 Contract all Inclusive**
9

10 **The terms of this Lease shall be exclusively binding upon**
11 **all parties to this Lease regardless of any prior**
12 **statements, be they oral or written, made by either party.**
13

14 **13.9 Modification**
15

16 **The Lessor and the Lessee may, subject to the approval of**
17 **their respective Boards, agree to a written modification of**
18 **this lease and the terms and conditions contained herein.**
19

20 **13.10 Non-Discrimination and Compliance**
21

22 **Lessee agrees not to discriminate in the operation and**
23 **utilization of the premises or in exercising its rights under**
24 **the Lease.**
25

26 **Lessee further agrees to comply with all Federal and State**
27 **Laws and standards and all applicable local regulations as**
28 **may be required from time to time in its operation and**
29 **use of the premises.**
30
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40

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND
February 16, 2000**

1
2
3
4
5
6 **IN WITNESS WHEREOF, the parties hereto accept the terms of this**
7 **Agreement as of the date set forth above.**

8
9 **Lessor: Kenosha County, Wisconsin**

10
11 **By: _____**

12
13 **Name: _____**

14 **Title: County Executive**

15
16 **STATE OF WISCONSIN}**

17 **}**

18 **COUNTY OF KENOSHA}**

19
20 **I, _____, a notary public in and for said County, in the State**
21 **aforsaid, DO HEREBY CERTIFY that _____, personally**
22 **known to me to be the County Executive for Kenosha County, Wisconsin, a**
23 **municipal corporation, and personally known to me to be the same person**
24 **whose name is subscribed to the foregoing instrument, appeared before me**
25 **this day in person and acknowledged that as such _____,**
26 **he/she signed and delivered said instrument pursuant to authority duly given,**
27 **as his/her free and voluntary act and as the free and voluntary act and deed of**
28 **said municipal corporation, for the uses and purposes therein set forth.**

29
30 **GIVEN under my hand and official seal this _____ day of _____,**
31 **20____.**

32
33 **(SEAL)**

34 **Commission expires _____.**

35 **Notary Public:**

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND
February 16, 2000

Exhibit “D” Lessee’s Authority to Sign

Contract Administration Checklist For Contract Year / Term 2000 - 200_

	CONT. SEC #	NAME	PHONE / FAX	ADDRESS
LESSOR				
LESSEE				
AUTHORIZED AGENT				
TERM		Beginning _____ Ending _____		
RENEWAL OPTIONS		Notice of Intent to Renew by _____		
PAYMENT FWD:				
PAYMENT AMT:		[See attached Exhibit Schedule “ ”]		
SECURITY DEP:		\$		
UTILITY, TAX / MISC PAYMENTS				

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND
February 16, 2000**

CLAIM / LIEN WAIVERS									
MAINTENANCE / REPAIRS									
INSURANCE COVERAGE CERTIFICATES			Gen Liab	Prop	Build er risk	Auto	Worker Comp	Boiler / Misc	Umbrella
		Req. Cover-age							
		Certifi-cate Receiv-ed							
SUBROGATION WAIVER									
ADD'L INSUREDS NAMED									
COST REIMBURSEMENTS									
NOTICE PROVISION			NAME			ADDRESS			
		LESSOR							
		LESSEE							

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND
February 16, 2000

March 29, 2011

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