

LEASE AGREEMENT

This Lease Agreement dated this 20th day of June, 2019, by and between Proksch Transit Inc., N811 Old River Road, Stoddard, Wisconsin, hereinafter referred to as "Lessee" and the City of La Crosse, a municipal corporation, La Crosse County, Wisconsin, hereinafter referred to as "Lessor."

WITNESSETH:

The Lessor and Lessee for the consideration herein agree to as follows:

1. That the Lessor does hereby lease and demise unto the Lessee eight (8) parking spaces at a certain parcel of land located at the intersection of Copeland Avenue and River Bend Road, known as tax parcel #17-20251-100 in the City of La Crosse.
2. Except as otherwise provided for herein, the Lessee shall lease said premises for a term of two (2) years, commencing with the execution of this agreement and terminating June 30, 2021.
3. The Lessee shall pay the Lessor as rental for said premises to be paid quarterly, in advance, the sum of \$1,440.00 with the first payment to be made on or before July 1, 2019, and then on the first day of each quarter thereafter until termination.
4. The Lessee is responsible for payment of all utilities associated with the vehicles and parking spaces used by the Lessee.
5. The Lessor is leasing the above-described premises to the Lessee for the purpose of vehicle storage and for no other purpose without the express written consent of Lessor.
6. Either party may terminate the lease for any reason upon the sixty (60) days' notice.
7. *Holdover*. Should Proksch Transit Inc. remain in possession of any part of the Leased Premises after the expiration or other termination of this Lease, without extending the term or executing a new lease, then such holding over shall be continued as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy. Notwithstanding, rent for any holdover tenancy shall be calculated as three (3) times the rental value as defined in Wis. Stat. § 704.27. Rental value shall be determined by the City's Assessor, in his/her sole and absolute discretion.
8. Lessee agrees to provide bodily injury insurance with an aggregate of at least \$1,000,000 combined bodily injury and property damage per occurrence naming the City of La Crosse, Wisconsin, as additional insured. Lessee further agrees to indemnify and hold harmless the City of La Crosse, its agents, officers and employees from any and all claims, damages or loss that may arise from the use of the leased premises by Lessee. A copy of the current policy must be on file with the City Clerk.

9. Lessor, through its officers and employees, reserves the right, at all reasonable times, to inspect the premises to insure that the premises are being used and occupied in accordance with the terms and provisions of this lease.

IN WITNESS WHEREOF the parties have hereto caused this instrument to be executed the day and year first written above.

WITNESS

Ashley Marshall

LESSEE:

Robert Proksch Pres.

Robert Proksch, President

WITNESS

Justin M. Egan

LESSOR: CITY OF LA CROSSE

BY: Timothy Kabat

Timothy Kabat, Mayor

BY: Teri Lehrke

Teri Lehrke, City Clerk