

## LEASE AGREEMENT

This Lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **City of La Crosse**, a municipal corporation, hereinafter called "Lessor", and the **La Crosse Skyrockers, Inc.** a Wisconsin corporation, hereinafter called "Lessee".

WITNESSETH:

Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease and let unto said Lessee certain space (premises) as indicated on the attached diagram located on the Isle La Plume in the City of La Crosse marked **Exhibit "A"**. To have and to hold unto said Lessee on the following terms and conditions:

1. **TERM.** The term of this Lease shall be for a period of three years beginning on or about October 1, 2013 and terminating on September 30, 2015, unless otherwise mutually extended by the parties hereto. Request for renewal by Lessee shall be given at least 60 days prior to the termination date.

2. **RENTAL.** Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of Five Hundred Dollars (\$500.00) per year, payable in advance on October 1<sup>st</sup> of each year, without delay, deduction or default. Rent shall be payable to Lessor at City of La Crosse, 400 La Crosse Street, La Crosse, WI 54601; Attn: City Treasurer.

3. **PURPOSE.** The sole purpose of this Lease is for the storage space for the fireworks for the La Crosse Skyrockers, Inc. and for no other purpose without the express written permission from the City of La Crosse Board of Public Works.

4. **REPAIRS AND MAINTENANCE.** Lessee agrees to keep said premises safe and in good order and condition at all times during the term hereof; upon the expiration of this Lease, or any sooner termination thereof, the Lessee will quit and surrender possession of said premises quietly and peaceably and in as good order and condition as the same were at the commencement hereof; reasonable wear, tear and damage by the elements excepted; Lessee further agrees to leave said premises free from all nuisance, dangerous and defective conditions.

5. **ASSIGNMENT AND MORTGAGE.** Neither the demised premises nor any portion thereof shall be sublet without the express written consent of the Board of Public Works of the City of La Crosse, nor shall this Lease, or any interest therein be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect, and shall confer no rights upon any assignees, sublessee, mortgagee or pledgee. In the event that Lessee shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interest

herein shall become an asset of such trustee or receiver, and in the event of the appointment of any such trustee, or receiver, this Lease shall immediately terminate and end.

6. **LIABILITY.** Lessee shall at its sole expense, maintain in effect at all times during the term of this lease and occupancy of the premises insurance coverage with limits not less than those set forth below. The coverage shall contain no special limitations on the scope of protection afforded to the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Lessee shall hold Lessor, its elected and appointed officials, officers, employees or authorized representatives or volunteers harmless from any loss, cost or damage that may arise out of or in connection with this Lease or the use of demised premises by Lessee, or its agents, or employees, or any other person using said premises. Lessee agrees to deliver to Lessor upon the execution of this Lease a certificate of public liability and property damage insurance policy satisfactory to Lessor, indemnifying and holding Lessor, its elected and appointed officials, officers, employees or authorized representatives or volunteers harmless against any and all claims, in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage, and shall keep the same in force during the term of this Lease. Said certificate shall name the City of La Crosse, Wisconsin, as additional insured and not be cancelled without ten days prior written notice to the City Clerk of the City of La Crosse. Such evidence shall also include an additional insured endorsement signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all required provisions as detailed herein. Said insurance shall be obtained from a company licensed to do business in the State of Wisconsin.

7. **DEFAULT.** In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms and conditions herein agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this Lease, forthwith, and Lessor may enter upon said premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action.

8. **WAIVER.** Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

9. **COMPLIANCE WITH LAWS.** Lessee shall store the fireworks in a locked facility conforming to requirements of the U.S. Bureau of Alcohol, Tobacco and Firearms. Lessee agrees to comply with all federal, state and local laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof and the handling, transportation and storage of fireworks. Screening and/or landscaping shall be provided by tenant as approved by the Director of Public Works.

10. LESSOR MAY ENTER. Lessee agrees that Lessor, its agents or employees, may enter upon said premises at any time during the term or any extension hereof for the purpose of inspection, digging test holes, making surveys, taking measurements and doing similar work necessary for the preparation of plans for construction of buildings or improvements on said premises, with the understanding that said work will be performed in such a manner as to cause a minimum of interference with the use of the property by Lessee.

11. EMINENT DOMAIN. If the whole or any substantial part of the premises hereby leased shall be taken by any public authority including the City under the power of eminent domain, then the term of this lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that date lessee shall have the right either to cancel this lease or to continue in the possession of the remainder of the premises under the term herein provided, except that the rental shall be reduced in proportion to the amount of the premises taken. All damage awarded for such taking shall belong to and be the property of the Lessor. The Lessee shall not be entitled to any award for loss of leasehold, relocation costs, business installation or improvements except as stated above and hereby waives the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

LA CROSSE SKYROCKERS, INC.

\_\_\_\_\_

By \_\_\_\_\_  
Patrick T. Bonadurer, President  
PO Box 2223  
La Crosse WI 54602-2223

\_\_\_\_\_

By \_\_\_\_\_

CITY OF LA CROSSE, WISCONSIN

\_\_\_\_\_

By \_\_\_\_\_  
Tim Kabat, Mayor

By \_\_\_\_\_  
Teri Lehrke, City Clerk