

LEASE AGREEMENT

This agreement is made this 31st day of July, 2015 between the City of La Crosse, a municipal corporation, and Hunger Task Force of La Crosse.

Now, in consideration of the promises and covenants contained herein, the City of La Crosse, hereinafter referred to as Lessor, agrees to lease the premises situated in the City of La Crosse, County of La Crosse and State of Wisconsin, known as and described in the attached Legal Description.

This lease is made to the Hunger Task Force of La Crosse, hereinafter referred to as Lessee, in return for the benefit to Lessor of having a community garden planted there and for other consideration. Lessor and Lessee make the following covenants and agreements:

1. Lessor agrees to lease to Lessee for a period of three years from April 1, 2015 to March 31, 2018, except that this lease may be terminated thirty (30) days' notice from lessor, the following described property:

That parcel generally located in the block bounded by St. James Street on the north, St. Cloud Street on the south, Charles Street on the West and Kane Street on the east (northern parcel) and

That parcel generally located in the block bounded by St. Cloud Street on the north, Hagar Street on the south, Charles Street on west and Kane Street on the east (southern parcel)

2. Lessee shall pay to Lessor as rent for said leased premises for said term the sum of One Hundred Dollars (\$100) to be paid at the time of execution of this lease.

3. No improvements shall be placed on the rental space, nor alterations made on rental space without prior written consent from the Lessor, except for those improvements and alterations necessary to plant a community garden.

4. Lessee shall at lessee's sole expense, keep the leased premises in a clean, sightly and healthy condition and in good repair, including signage, and Lessee shall yield the leased premises back to the Lessor upon the termination or revocation of this lease, in the same condition in which Lessee received same, ordinary wear and tear excepted.

5. Lessee agrees that any sign placed on leased premises must be approved in writing by Lessor as to its size and content.

6. Lessee agrees that it will, at all times, hold property and the Lessor, the Lessor's agents and employees harmless for any and all loss, liability, claims, suits, costs, expenses and damages, both real and alleged resulting from or caused in part or whole by the Lessees use of this premises. Lessee shall provide Lessor with proof of liability insurance for a minimum of \$500,000.

**Lease Description
For
Hunger Task Force
At
Kane Street Gardens**

Two parcels of land including:

**Block 16 of Jane Cole Addition except that part for Railroad Right of Way
&**

**Lots 8 thru 14, Block 11 of Mc Connell & Whittlesey Addition except that part taken for St
Cloud Street Right of Way.**

**Created by DJK 9/29/11
Checked by JMC 9/29/11**

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7. The premises shall be used by Lessee for the purpose of a community garden to promote the community through growing and activities for the education and welfare of the public. Short-term rental for any purpose which is related to Lessee's business shall be allowed with approval granted by the City of La Crosse Board of Public Works.

8. Lessee agrees not to assign this lease and not to sublet the leased premises.


9. Lessor may revoke this lease for Lessee's noncompliance with the provisions contained herein, for cessation of use or for abandonment of premises. Lessor shall be the sole judge of compliance.

10. Upon termination of this lease by its expiration or otherwise, lessee shall immediately yield possession of leased premises to Lessor and lessee shall remove any improvements plants, fencing, buildings, structures or equipment at lessee's sole expense.

11. Lessor shall work with Lessee to clean up the site post-harvest.

12. This agreement may be renewed by mutual consent and on such terms as are acceptable to the Lessee and the Common Council of the City of La Crosse.

Executed at La Crosse, Wisconsin, on this day above first written.




Timothy Kabat, Mayor




Teri Lehrke, City Clerk

Hunger Task Force of La Crosse by



Joanne Stephens (title) President



Jeff Johnson Executive Director (title)