

## LEASE AGREEMENT

This Lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **City of La Crosse**, a municipal corporation, hereinafter called "Lessor", and the **La Crosse Skyrockers, Inc.** a Wisconsin corporation, hereinafter called "Lessee".

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 October 1, 2019 and terminating September 30, 2022, unless otherwise mutually extended by the parties hereto. Any 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: Parks, Recreation and Forestry.
3. **PURPOSE.** The sole purpose of this Lease is for the storage space for the fireworks for the La Crosse Skyrockers, Inc. to include the Skyrockers trailers, SRT-1 and SRT-2 and for no other purpose without the express written permission from the City of La Crosse Board of Park Commissioners.
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 Park Commissioners of the City of La Crosse, nor shall this Lease, or any interest therein be assigned, hypothecated or mortgaged by the Lessee, and any attempted assignment subletting, hypothecation or mortgaged of this Lease shall be of no force or effect, and shall confer no rights upon any assignees, sub lessee, 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. **INDEMNIFICATION AND INSURANCE.** See attached **Exhibit B**.

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, Lessor may enter upon said premises and remove all persons and property, 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.
10. **LESSOR MAY ENTER.** Lessee agrees that Lessor, its agents or employees, may enter upon said premises 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 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.
12. **APPLICABLE LAW.** This agreement shall be construed and interpreted under the laws of the State of Wisconsin. Any actions related to this lease shall be instituted exclusively in the State of Wisconsin and venued in La Crosse County, WI.
13. **HOLDOVER.** Should **Lessee** remain in possession of any part of the premises described on Exhibit A after the expiration or other termination of this Lease, without extending the term or executing a new lease, then such holding over shall be construed 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.

14. AUTHORITY. The persons signing this Agreement warrant they have the authority to sign as, or on behalf of, the party for whom they are signing.
15. TERMINATION. The Board of Public Works may terminate this Lease within thirty (30) days advance written notice to Lessee for any reason.
16. Lessee shall sign, execute and deliver this Lease to Lessor on or before the close of regular City Hall business hours thirty (30) days after its final adoption by the Common Council. Failure to sign, execute and cause this Lease to be received by the City of La Crosse within said time period shall render this Lease null and void, unless otherwise authorized by the City. After Lessee has signed, the City shall sign the lease.
17. NOTICE. Any note required or permitted to be given by either party to the other shall be in writing to the following addresses:

FOR THE CITY OF LA CROSSE:

City Clerk  
400 La Crosse Street  
La Crosse, WI 54601

with copy to: Dept. of Park, Recreation & Forestry  
400 La Crosse Street  
La Crosse WI 54601

FOR LA CROSSE SKYROCKERS, INC.:

Patrick T. Bonadurer, President  
La Crosse Skyrockers, Inc.  
PO Box 2223  
La Crosse WI 54602-2223

Notice shall be deemed to have been received, if sent by U.S Mail, on the date of mailing. The parties may change the address by notice to the other party.

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

\_\_\_\_\_

By \_\_\_\_\_

CITY OF LA CROSSE

\_\_\_\_\_

By \_\_\_\_\_  
Timothy Kabat, Mayor

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

