

## LEASE

This lease, entered into this 3 day of Feb, 2014 by and between the City of La Crosse, Wisconsin, a municipal corporation, hereinafter referred to as "Landlord," and La Crosse Senior Citizens Multiple Service Center, Inc, hereinafter referred to as "Tenant",

### WITNESSETH:

That LANDLORD does hereby lease, demise and let unto the TENANT the following described premises in the City of La Crosse, County of La Crosse, State of Wisconsin, to wit:

Lot 17, Block 8 of Southside Addition to La Crosse, City and County of La Crosse, Wisconsin, with address of 1220 Denton Street

That the following specific agreements are the essence of this lease and any breach of the same shall entitle LANDLORD to cancel this lease in the manner provided by the laws of the State of Wisconsin.

#### 1. Definitions:

The term LANDLORD as used herein shall mean the City of La Crosse, acting by and through its duly constituted officers. The term TENANT as used here in shall mean La Crosse Senior Citizens Multiple Service Center, Inc., a non-profit, non-stock, Chapter 181, Wisconsin corporation.

#### 2. Term:

LANDLORD agrees to let and TENANT agrees to take the premises described herein for the term of one (1) year commencing on the 15<sup>th</sup> day of December, 2013 and terminating on the 14<sup>th</sup> day of December, 2014.

#### 3. Rental:

TENANT shall pay LANDLORD as annual rental the sum of Three Hundred Dollars (\$300.00) per year, such rent shall be due and payable upon execution of this lease. The rentals established herein are intended primarily to reimburse LANDLORD for its cost in insuring the premises against destruction and other perils.

#### 4. Right of Inspection:

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

5. Use of Premises:

The premises shall be used by the TENANT as a Center for conducting of events, activities and meetings for handicapped and elderly persons and members of TENANT'S organization. Membership in TENANT'S organization shall be open to all persons age 50 years or older, without regard to race, creed, sex or national origin. TENANT shall file with LANDLORD, copy of its rules and regulations pertaining to membership at the execution of this lease and any and all amendments thereto, which may be made.

6. Maintenance of Premises:

TENANT agrees to perform day-to-day maintenance of the premises at its sole expense, at all times, that this lease agreement is in effect except that the City will maintain the heating, ventilation, air conditioning and elevator maintenance provided sufficient Community Development Block Grant funds exist. Reasonable remodeling and renovating of the premises is authorized hereunder, provided that the necessary permits are secured from the City of La Crosse Inspection Department, and that all remodeling and renovating is in accordance with the Code of Ordinances of the City of La Crosse. Remodeling and renovation requiring structural changes or additions shall not be undertaken without the express written consent of the City of La Crosse Board of Public Works. The premises shall be maintained in the condition equal to the condition of the premises as they existed on December 15, 2013, reasonable wear and tear excepted.

7. Insurance:

TENANT shall carry public liability insurance on the premises as TENANT, insuring against property damage and bodily injury in the single aggregate amount of not less than \$500,000.00 per person per occurrence. The City of La Crosse shall be named as additional insured. A Certificate from an insurance company authorized to transact business in the State of Wisconsin, affirming such insurance coverage, shall be filed with the City Clerk and shall be in effect at all times during the term of this lease.

8. Assignment:

The TENANT herein shall have no right of assignment except by the written consent of the LANDLORD, stating the exact intent to which the said TENANT may assign any right, title or interest in and to the rights procured by this lease.

9. Termination:

The Board of Public Works may terminate this Lease within thirty (30) days advance written notice to Lessee for any reason.

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

IN THE PRESENCE OF:

Heidi Larson

[Signature]

Ken Abraham

Stuart Steffen

CITY OF LA CROSSE

By Tim Kabat  
Tim Kabat, Mayor

By Teri Lehrke  
Teri Lehrke, City Clerk

By Richard Miller  
President

By Richard Y. Wilson  
Vice-president