

## LEASE AGREEMENT

This Lease Agreement dated this \_\_\_\_ day of December, 2018, by and between Gary Arneson, 2321 13<sup>th</sup> Pl S, La Crosse, 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 a certain parcel of land including building located at the intersection of Rose and Island Streets, known as Lot 9 in Block 3 of Southeastern Addition to the Village of North La Crosse, now City of La Crosse, consisting of approximately 4,200 square feet more fully depicted on the attached map as Exhibit "A."
2. Except as otherwise provided for herein, the Lessee shall lease said premises for a term of ~~three one three (3 1 3)~~ three (3) years, commencing January 1, 2019, and terminating December 31, 2021 ~~19 21~~.
3. The Lessee shall pay the Lessor as rental for said premises to be paid annually, in advance, the sum of \$475.00, with the first payment to be made upon execution of this lease, ~~and then on the first day of each January thereafter until termination, and~~ then on the first day of each January thereafter until termination.
4. The Lessor is leasing the above-described premises to the Lessee for the purpose of storage of personal property and for no other purpose without the express written consent of Lessor.
5. The Lessee specifically agrees that he shall not structurally alter the building on the premises known as the old voting building and maintain and preserve the same as an historical building. No remodeling or other alterations shall be made to the building without the express written consent of the Lessor.
6. The Lessee agrees to maintain the leased property in good and safe condition at his sole cost and expense.
7. Either party may terminate the lease for any reason upon the sixty (60) days notice.
8. *Holdover*. Should Gary Arneson 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 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.

9. 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.
10. 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

\_\_\_\_\_

LESSEE:

\_\_\_\_\_

GARY ARNESON

WITNESS

\_\_\_\_\_

LESSOR: CITY OF LA CROSSE

BY: \_\_\_\_\_

TIMOTHY KABAT, MAYOR

BY: \_\_\_\_\_

TERI LEHRKE, CITY CLERK