

LEASE NO. DCRA 2022-01

DANE COUNTY, WISCONSIN

and

MARQUARDT MANAGEMENT SERVICES, INC.

SHORT TERM PARKING LEASE

DANE COUNTY REGIONAL AIRPORT

Madison, Wisconsin

THIS SHORT TERM PARKING LEASE ("Lease") is between Dane County, a Wisconsin quasi-municipal corporation ("Lessor"), and Marquardt Management Services, Inc., a Wisconsin non-stock corporation ("Lessee"); and is effective upon full execution by the authorized representatives of all parties.

BACKGROUND:

1. Lessor is a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
2. Lessee is a Wisconsin non-stock corporation whose principal offices are located at 1045 Hill Street, Watertown, Wisconsin 53098.
3. Lessor owns land in the City of Madison, Dane County, Wisconsin, located adjacent to the Dane County Regional Airport ("Airport") and abutting Straubel Street, Madison, Wisconsin, that has been improved as a parking lot with paving, fencing, and lighting (the "Straubel Street Parking Lot").
4. Lessee desires to lease a portion of the Straubel Street Parking Lot (the "Premises") and related rights, as more described below, to temporarily park vehicles.
5. Lessor has determined it is advantageous to itself and to the operation and development of the Airport to lease said portion of land, subject to the terms and conditions described below.

Accordingly, the parties agree as follows:

1. Premises. Lessor leases to Lessee the Premises, which consists of the area in the Straubel Street Parking Lot identified as area A on Exhibit 1, attached hereto. The Premises encompasses 56 parking spaces within the Straubel Street Parking Lot. The Premises also includes a driveway providing access between Straubel Street and the Straubel Street Parking Lot, which is improved with paving, fencing, and lighting, as shown on Exhibit 1. The Straubel Street Parking Lot is bounded on four sides with chain link fencing, with the exception of the driveway, which is bound by a chain link sliding gate. Lessee accepts the Premises in the condition existing as of the beginning of the Term, as defined below. Lessee shall not alter or

modify the Premises. When the Term ends, Lessee shall return the Premises in the same condition as it was at acceptance, reasonable wear and tear excepted.

2. Term. The term of this lease begins July 20, 2022 at 12:01 a.m. and ends September 16, 2022 at 11:59 p.m. ("Term").

3. Rent. Rent for the Premises is based on a valuation of \$75 per parking space per month. Lessee shall pay Lessor \$8,065.81 for the use of the Premises for the entire Term, which is due on the date the Term commences. Lessee shall pay rent by check made payable to "County of Dane, Wisconsin" and delivered on or before the due date to the following address:

Office of the Airport Director
4000 International Lane
Madison, WI 53704

4. Indemnification and Hold Harmless. Lessee shall indemnify Lessor as follows. Lessee is an independent contractor and operator responsible to all parties for its respective acts or omissions, Lessor is in no way responsible for such acts or omissions. When using the Premises and enjoying the privileges granted by this Lease, Lessee shall indemnify, hold harmless, and defend Lessor from any and all losses, including attorney fees and expenses, that may result to Lessor because of any acts, errors, or omissions by Lessee or its agents in using the Premises—including, but not limited to, any and all damages by fire, theft, or any other cause, to any of Lessee's property on or around Airport property, except for damage and liability caused solely by the intentional acts or negligence of the Lessor.

5. Insurance. Lessee shall provide comprehensive general liability insurance for bodily injuries or death and property damage growing out of any one occurrence with a minimum coverage limit of \$1,000,000. This insurance is primary, and Lessor shall be listed as an additional insured for the Term. Lessee shall furnish Lessor with a certificate of insurance certifying such insurance is in full force and effect for the Term.

6. Nondiscrimination. Lessee covenants that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any

other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or any improvement thereon, including employment matters related thereto; (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States; (c) that Lessee shall conduct its operations in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended; and (d) that Lessee shall conduct its operations as required by all applicable federal, state, and local laws and regulations addressing accommodations for persons with disabilities. The provisions herein prohibiting discrimination are subject to applicable exceptions and special cases as set forth in Wisconsin Statutes.

7. No Hazardous Use. Lessee shall not use or permit the use of the Premises in any manner that causes or creates interference with communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility between aircraft and the Airport, conditions that attract birds or other wildlife that may pose hazards to aviation, or other hazards to the operation of aircraft at or in the vicinity of the Airport. Lessee shall restrict the height of objects of any kind on the Leased Premises to a height that is in compliance with Federal Aviation Regulations, Part 77. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including the right to remove from the Premises any object, material, device or equipment which County's Airport Director determines would limit the usefulness of the Airport, or constitute a hazard to aviation or violation of FAA directive or regulation.

8. Airport Protection Clause. Lessor reserves a right of flight for aircraft to pass through the airspace above the Premises, including the right to cause in said airspace such noise inherent in the operation of aircraft, now known or hereafter used, to navigate or fly in said airspace and land, take off from, or operate from the Airport.

9. Counterparts and Copies. The parties may evidence their agreement to be bound by the terms of this Lease by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Lease has the same effect as an original for all purposes.

To evidence the parties' agreement to this Short Term Parking Lease, they have executed and delivered it on the dates indicated below.

LESSOR:
Dane County

By: _____
Kimberly Jones, Director
Dane County Regional Airport

Date: _____

LESSEE:
Marquardt Management Services, Inc.

By: 
Matt Mauthe, Chief Executive Officer
Marquardt Management Services

Date: 7-19-22

Premises Parcel



EXHIBIT 1