

# Dane County Contract Cover Sheet

*DCS 352  
significant*

<b>Dept./Division</b>	Airport/Administration
<b>Vendor Name</b>	QMS
<b>Vendor MUNIS #</b>	28258
<b>Brief Contract Title/Description</b>	Lease of Space in building at Dane County Regional Airport
<b>Contract Term</b>	February 1, 2018 to January 31, 2023
<b>Total Contract Amount</b>	\$ 84,139.20

<b>Contract #</b> <small>Admin will assign</small>	13289
<b>Addendum</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b>				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			<b>Res #</b>	352
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.			<b>Year</b>	2017


<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>ilg</i>	Received by DOA	1/11/18		
<i>ak</i>	Controller		1/16/18	
<i>Cag</i>	Purchasing	1/16/18	1/16/18	
<i>[Signature]</i>	Corporation Counsel	1/12/18	1/16/18	
<i>[Signature]</i>	Risk Management	1/16/18	1/16/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Kimberly Jones, Deputy Director	<b>Name</b>	Charlie Taylor (local General Manager)
<b>Phone #</b>	(608) 246-3391	<b>Phone #</b>	(605) 838-8197
<b>Email</b>	jones.kimberly@msnairport.com	<b>Email</b>	charlietaylor1976@gmail.com
<b>Address</b>	4000 International Lane, Madison, WI 53704	<b>Address</b>	6540 Sobieski WI 54171

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

<b>Department Approval of Contract</b>		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		1-10-18
	<b>Printed Name</b>	
	BRADLEY S. LIVINGSTON, AAE AIRPORT DIRECTOR	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		2/2/18
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

13289

**LEASE NO. DCRA 2017-05**

**LESSOR: DANE COUNTY, WISCONSIN**

**LESSEE: QUALITY MECHANICAL SERVICES, INC.**

**Dane County Regional Airport  
Madison, Wisconsin**

**LEASE NO. DCRA 2017-05**

This Lease is made and entered into by and between Dane County, Wisconsin, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor") and Quality Mechanical Services, Inc., a Minnesota corporation (hereinafter, "Lessee"), and shall be effective as of the date it is fully executed by both parties.

**WITNESSETH:**

WHEREAS Lessor is the owner of the Dane County Regional Airport (hereinafter, the "Airport"); and

WHEREAS Lessee desires to lease certain premises and facilities located at the Airport for purposes related to Lessee's operations involving the repair and maintenance of airline ground handling equipment; and

WHEREAS Lessor deems it advantageous to itself and its operation of the Airport to grant and lease to Lessee the below described premises and facilities upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the conditions and covenants hereinafter set forth, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee Leased Premises consisting of the following areas:
  - (a) 1448 square feet of space in Unit A of the Airport Air Freight Building, 3525 International Lane, Madison, Wisconsin, 53704 (designated as "A" in attached Exhibit 1);
  - (b) a Restroom located in Unit C of the Airport Air Freight Building (31 square feet in area, designated as "E" in Exhibit 1);
  - (c) a Utility Room located in Unit C of the Airport Air Freight Building (60 square feet in area, designated as "D" in Exhibit 1);
  - (d) outside vehicle parking and equipment storage space adjacent to Unit A (750 square feet in area, designated as "H" in Exhibit 1); and
  - (e) additional outside vehicle parking and equipment storage space (600 square feet in area, designated as "I" in Exhibit 1).

Access to the above identified Restroom and Utility Room shall be by way of the pedestrian door (designated as "B" in Exhibit 1) located adjacent to the overhead door in the east wall of Unit C, and through the interior pedestrian door (designated as "G" in Exhibit 1) in the north wall of the storage room in Unit C. Lessee shall keep said interior pedestrian door locked at all times to prevent unauthorized entry into the storage room. Lessee shall use the storage room exclusively to access the foregoing Restroom and Utility Room. The continued right hereunder to access and use the Restroom and Utility Room is expressly conditioned upon Lessee's maintenance of the Restroom and Utility Room, including the equipment, fixtures, and facilities therein, in good repair and clean and sanitary condition.

2. Term. This Lease shall be in full force and effect for a period of five years commencing on February 1, 2018 and terminating on January 31, 2023 at 11:59 p.m.
3. Rent. As consideration for the rights granted hereunder, Lessee shall pay to Lessor monthly rent in the amount of \$1,127.32 (calculated on the basis of \$8.79 per square foot per annum for the Leased Premises, excluding the square footage of the outside vehicle parking and equipment storage areas. Rent shall be paid in advance and is due on or before the first day of each month during the Lease term. Payment of rent shall be by check made payable to County of Dane, Wisconsin, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704, such that it is received by the close of business on the date due. Overdue rent payments shall incur interest at the rate of one percent per month from the due date until paid in full.
4. Utility Fee and Infrastructure Installation. Lessee shall pay to the Lessor a monthly utility fee of \$275.00. In consideration for the payment of the utility fee, Lessor shall provide heat, electricity, and sewer and water services to the Leased Premises as such services are reasonably necessary to the conduct of Lessee's activities as authorized hereunder. The utility fee shall be paid in advance and is due at the same time and place as the payment of rent. Overdue utility fee payments shall incur interest at the rate of one percent per month from the due date until paid in full. Lessor retains the right, exercisable without liability to Lessee, to install and maintain in, on or across the Leased Premises and any other areas to which Lessee has access hereunder, any and all infrastructure, lines, cables pipes or installations necessary to the operation of the Airport or to service other tenants of Lessor. Lessor shall expedite such work and, to the extent feasible, carry out the work and locate any installation so as not to unreasonably interfere with Lessee's operations and use of the Leased Premises.

5. Right of Ingress and Egress. Lessee, Lessee's employees, agents, contractors, suppliers or invitees shall have the right to enter and depart from the Leased Premises in accordance with all applicable laws, regulations, rules, and directives of the Airport Director.
6. Use. Lessee's use of the Leased Premises shall be exclusively for activities related to the maintenance and repair of airline ground handling equipment and ancillary uses. Lessee shall perform maintenance and repair operations only inside of Unit A of the Air Freight Building and shall not use any part of the Leased Premises in any manner other than that expressly authorized herein.
7. Return of Premises Leased Under Lease No. DCRA 2017-04. By no later than 30 days after the effective date of this Lease, Lessee shall restore the premises in Unit C of the Air Freight Building exclusively occupied by Lessee under Lease No. DCRA 2017-04 to the condition required in said lease, including the degreasing and cleaning of the floors and walls in the areas so occupied. Lessee may access the aforesaid premises after the expiration of Lease No. DCRA 2017-04 for the purpose of restoring the premises to the condition required herein. This section is intended to modify Section 16 in Lease No. 2017-04 only as expressly set forth herein.
8. Acceptance and Maintenance of Premises. Lessee accepts the Leased Premises in the condition thereof as of the effective date of this Lease. During the term of the Lease, Lessee shall maintain the Leased Premises, including all improvements, components, fixtures, facilities, and equipment therein for which Lessor is not hereinafter expressly obligated to repair or replace, in clean and orderly condition and in as good repair as on the effective date of this Lease or as improved hereunder. In the event Lessee fails to keep the Leased Premises in clean and orderly condition and good repair, as determined by Lessor, and, if such failure is not remedied by Lessee within 10 days after Lessor gives Lessee written notice thereof, Lessor shall have the right to perform the work necessary to return the Leased Premises to clean and orderly condition and good repair, the cost of which, including a 10 percent administration fee, shall be borne by Lessee. Upon expiration or earlier termination of this Lease, Lessee shall return to Lessor the Leased Premises in the condition existing as of the effective date of this Lease, or as thereafter improved, reasonable wear and tear and repairs or replacement for which Lessor is responsible hereunder excepted. During the term of this Lease, Lessor shall be obligated to repair or replace, as it deems necessary to maintain the tenantable condition of the Leased Premises, weight bearing structural components of the Air Freight Building, the heating system serving the Leased Premises, paved areas of the Leased Premises, and the exterior doors providing access to the Leased Premises. Notwithstanding the foregoing, it shall be Lessee's obligation to repair or replace any component, system, pavement, door, or other Airport property which is damaged due to the

negligent or wrongful act or omission of Lessee, Lessee's employees, agents, contractors, customers, suppliers or invitees. Prior to the effective date of this Lease, Lessor shall install an opener on the garage door serving Unit A.

9. Untenantable Conditions. If the Leased Premises are rendered untenantable due to the failure of Lessor to fulfill its obligation of repair and replacement as set forth above or due to force majeure, but capable of being returned to tenantable condition within 30 days, the untenantable areas shall be promptly returned to tenantable condition by Lessor at its cost and expense, and rent payable by Lessee hereunder shall be proportionately adjusted until such time as the untenantable areas are returned to tenantable condition, provided, however, that if said untenantable condition is caused by the negligent or wrongful act or omission of Lessee, Lessee's employees, agents, contractors, customers, suppliers or invitees, the rent shall not abate and Lessee shall be liable for all damages resulting from such negligent or wrongful act or omission. In the event the Leased Premises are rendered untenantable due to the failure of Lessor to fulfill its obligations of repair and replacement as set forth above or due to force majeure, and not capable of being returned to tenantable condition within 30 days, Lessee may terminate this Lease effective as of the date the Leased Premises became untenantable provided, however, that if said untenantable condition is caused by the negligent or wrongful act or omission of Lessee, Lessee's employees, agents, contractors, customers, suppliers or invitees, the rent shall not abate and Lessee shall be liable for all damages resulting from such negligent or wrongful act or omission.
10. Authority of Airport Director. The Airport Director or his or her designee is authorized to act on behalf of Lessor with respect to enforcement, modification, termination, authorizations, approvals and any similar matters affecting or arising from the terms of this Lease.
11. Lessor's Access to Premises. Lessor shall have the right to enter upon the Leased Premises at any time during normal business hours for the purpose of making any inspection Lessor may deem expedient to the enforcement of the terms of this Lease and the regulations and standards of the Airport.
12. Military Provision. During time of war or national emergency as determined by Congress or the President, Lessor shall have the right to lease any part of the Airport to the United States or the State of Wisconsin for military or governmental use and, if any such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the federal or state government, shall be suspended and, in such event, Lessee shall have the right to immediately terminate this Lease immediately upon written notification to Lessor but shall have no other recourse against Lessor.

13. Subordination. This Lease shall be subordinate to existing and future FAA regulation and the provisions of any existing or future agreement between Lessor and the United States or State of Wisconsin relative to the development, operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to the availability or expenditure of federal or state funds for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of rights granted under this lease, Lessee shall have the right to terminate this Lease upon written notification to Lessor but shall have no other recourse against Lessor.
14. Airport Protection Clause. Lessor hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace above the Leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft on or in the vicinity of the Airport. Lessee shall not use or permit the use of the Leased Premises in such a manner as to create interference with communication between the Airport and aircraft or to make it difficult to distinguish between the Airport's lights and others, to otherwise impair visibility in the vicinity of the Airport, or to in any other manner endanger the landing, taking-off or maneuvering of aircraft at or near the Airport.
15. Actions To Protect Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove or prevent Lessee from using, placing, erecting, or permitting to be used, placed, planted or erected, any building, structure, device, equipment, object or other item on the Leased Premises or Airport property which Lessor determines would limit the usefulness of the Airport, or constitute a hazard to aviation or violation of FAA directive or regulation.
16. Storage and Fluid Leak Policy. Lessee shall not engage in or permit outside storage of debris, junk or trash. Lessee may place a dumpster in the area designated as "H" in attached Exhibit 1. Lessee shall not operate or permit the operation on the Leased Premises of any equipment or device in such a manner that the Leased Premises or areas adjacent thereto are subjected to hazardous or noxious conditions or excessive noise. Within 10 days of the effective date of this Lease, Lessee shall submit to Lessor for approval a written policy establishing procedures to prevent fluids from leaking from vehicles and equipment stored or parked outside as authorized herein, and from vehicles and equipment left by third parties for maintenance or repair by Lessee. Said policy



shall also establish the means and manner, subject to Lessor's approval, by which any fluids or other substances that leak or are otherwise discharged from the foregoing vehicles or equipment will be captured and disposed of so as not to damage or contaminate Airport property or the environment. A policy submitted under this section that is not approved by Lessor may be amended and resubmitted. The Airport Director shall approve or disapprove a policy submitted hereunder within five business days of receipt thereof. Lessee shall disseminate the policy approved hereunder to its contractors and customers, and shall be responsible for strict enforcement of the policy and for ensuring that any vehicles or equipment left by third parties for maintenance or repair by Lessee are parked or placed on the Leased Premises. Lessee's failure to prepare and obtain approval of the policy required under this section within 30 days of the effective date of this Lease shall be a material breach hereof and grounds for termination of this Lease upon notice to Lessee from Lessor setting forth a termination date that is not less than five days after delivery to Lessee of said notice.

17. Required Improvements and Alterations. With respect to the Utility Room identified in the attached Exhibit 1, Lessee shall, at its expense, replace the existing sink with a utility sink, repair or replace the existing toilet, replace the light fixture presently mounted above the sink, repair all damage to the ceiling and walls, and paint the ceiling and walls. Prior to performing the repair and replacement work required under the foregoing sentence, Lessee shall obtain Lessor's approval of plans therefor, and shall thereafter complete the work as approved. Lessee shall have the right to install additional electric outlets and lighting in Unit A to facilitate its operations under this Lease. All such electrical work shall be performed by qualified and properly licensed electricians. Prior to commencement of the foregoing electrical work, Lessee shall obtain the Lessor's approval of plans therefor, and shall thereafter complete the work as approved. Lessee shall have the right during the term of this Lease to make further alterations or attach fixtures on the Leased Premises only upon advance written authorization by Lessor. All work performed by Lessee or on Lessee's behalf, as authorized herein or as may be later approved by Lessor, shall comply with all applicable laws, regulations, ordinances and codes and, unless otherwise approved by Lessor in writing, all costs and expenses therefor, including the cost of necessary permits, shall be borne by Lessee. Upon expiration or earlier termination of the term of this Lease all improvements made to or installed upon the Leased Premises shall become the property of Lessor.
18. Signs and Illumination. Lessee shall secure the written authorization of Lessor before placing lighting or signage on exterior areas or elements of the Leased Premises. Signage and lighting existing at the commencement of this Lease shall be deemed approved by Lessor.

19. Nondiscrimination and Accessibility. Lessee hereby covenants and agrees as follows:

- (a) no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any 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 with respect to the furnishing of services on or from the Leased Premises or with respect to the conduct of activities authorized or required under this Lease;
- (b) Lessee shall conduct all activities authorized or required under this Lease 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, and 14 CFR Part 152, Subpart E, as said regulations may be amended; and
- (c) Lessee shall comply with all accessibility requirements of the Americans with Disabilities Act and all other applicable federal, state and local laws, rules, regulations and ordinances.

20. Lessee to Pay Fines or Forfeitures. Lessee shall pay any forfeitures or fines levied upon Lessor or the Airport through enforcement of any applicable federal, state or local regulation, rule or policy due to the acts or omissions of Lessee, Lessee's employees, agents, contractors, suppliers or invitees.

21. Indemnification and Insurance.

- (a) General Indemnification. Lessee is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend the Lessor, Lessor's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses, and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of Lessee, Lessee's employees, agents, contractors,

suppliers or invitees while on Airport property; or (ii) the exercise of the rights granted herein by Lessee, Lessee's employees, agents, contractors, suppliers or invitees. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of Lessor. The obligations of Lessee under this paragraph shall survive the expiration or termination of this Lease.

- (b) Environmental Indemnification. Lessee, at its own expense, shall ensure that Lessee and Lessee's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting Lessee's activities on the Airport. As used in this Lease, "Environmental Laws" means all laws, rules, regulations, codes, regulatory agency guidance provisions, and airport directives and policies reasonably issued by the Airport Director, now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that may be detrimental to health, public welfare, or the environment. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup and remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property, and any proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged violation, settlement, or judgment related to an Environmental Law addressing any activity or operation of Lessee, Lessee's employees, agents, contractors, suppliers or invitees conducted on Airport property or under authority of this Lease. Lessee's obligations and liabilities under this subsection shall continue so long as Lessor may bear any liability or responsibility under Environmental Laws for any activities conducted by Lessee, Lessee's employees, agents, contractors, suppliers or invitees on Airport property or under authority of this Lease. Lessor's right to indemnification hereunder is not in limitation or exclusion of other rights and remedies provided by law. Lessee shall promptly notify Lessor of any action or condition that is not compliant with the provisions of this Section 21.

- (c) Insurance Requirements. Lessee shall, by the commencement date of this lease, obtain Commercial General Liability Insurance, including automobile, property damage, and environmental impairment (pollution) liability endorsements, with coverage of at least \$1,000,000, combined single limits. Notwithstanding the foregoing, Lessee may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$1,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for Lessee's obligations of indemnity as set forth above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by Lessor. All policies shall name Lessor as an additional insured. Lessee shall, within 10 days of the effective date of this Lease and annually thereafter during the term hereof, provide Lessor with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. Each insurance policy obtained hereunder shall contain a provision that Lessee's insurer shall send to Lessor written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the commencement date of this Lease and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. Lessee shall maintain all insurance coverage required hereunder for the duration of this Lease and for one year following the termination or expiration hereof
- (d) Subcontractor Insurance. In the event of any subcontract of work under this Lease, Lessee shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage as is required of Lessee hereunder.
- (e) Waiver of Insurance Requirements. Lessor, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Lease, such waiver to be in writing only. The extent of waiver shall be determined solely by Lessor's Risk Manager taking into account the nature of the work and other factors relevant to Lessor's liability exposure under this Lease.

22. Assignment and Subleasing. Lessee shall not at any time assign any of the rights granted under this Lease without prior written approval of Lessor.

23. Taxes and Fees. Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, upon the Leased Premises or upon improvements, activities or property of any kind thereon.
24. Compliance with Laws. Lessee shall conduct all activities authorized or required under this Lease in compliance with all federal, state, and local laws, regulations, ordinances, codes, requirements or order of any governmental authority with respect to the Leased Premises or the uses and rights granted hereunder.
25. No Waiver. No acceptance by Lessor of rents, fees, charges or other payments, or waiver by Lessor of any default on the part of Lessee in performance under this Lease shall be or be construed to be a waiver by Lessor of any other or subsequent default by Lessee in performance under this Lease, or of any right on the part of Lessor to terminate this Lease. The right of termination provided herein shall be in addition to any rights and remedies that Lessor has at law or in equity consequent upon any breach of this Lease, and the exercise by Lessor of any right of termination shall be without prejudice to any other such rights and remedies.
26. Notices. Notices and communications involving this Lease shall be effective as of the date of delivery to a party at its address as set forth below:

LESSOR:            Airport Director  
                         Dane County Regional Airport  
                         4000 International Lane  
                         Madison, WI 53704

LESSEE:            Quality Mechanical Services, Inc.  
                         6540 Allen Road  
                         Sobieski, Wisconsin 54171

27. Misrepresentation and Invalid Provisions. All terms and conditions with respect to this Lease are expressly contained herein, and each party hereto agrees and specifically acknowledges by execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, or the party's representatives with respect to this Lease or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.
28. Time is of the Essence. With respect to performance of all terms and conditions of this Lease by each of the parties hereto, time is of the essence.

29. Termination of Lease. Either party may terminate this Lease upon 60 days advanced written notice to the other party.
30. Counterparts and Copies. The parties may evidence their agreement to be bound by the terms of this Lease upon one or more counterparts of the document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

**IN WITNESS WHEREOF** and with the intent to be bound hereby, Lessor and Lessee have executed this Lease on the dates indicated below.

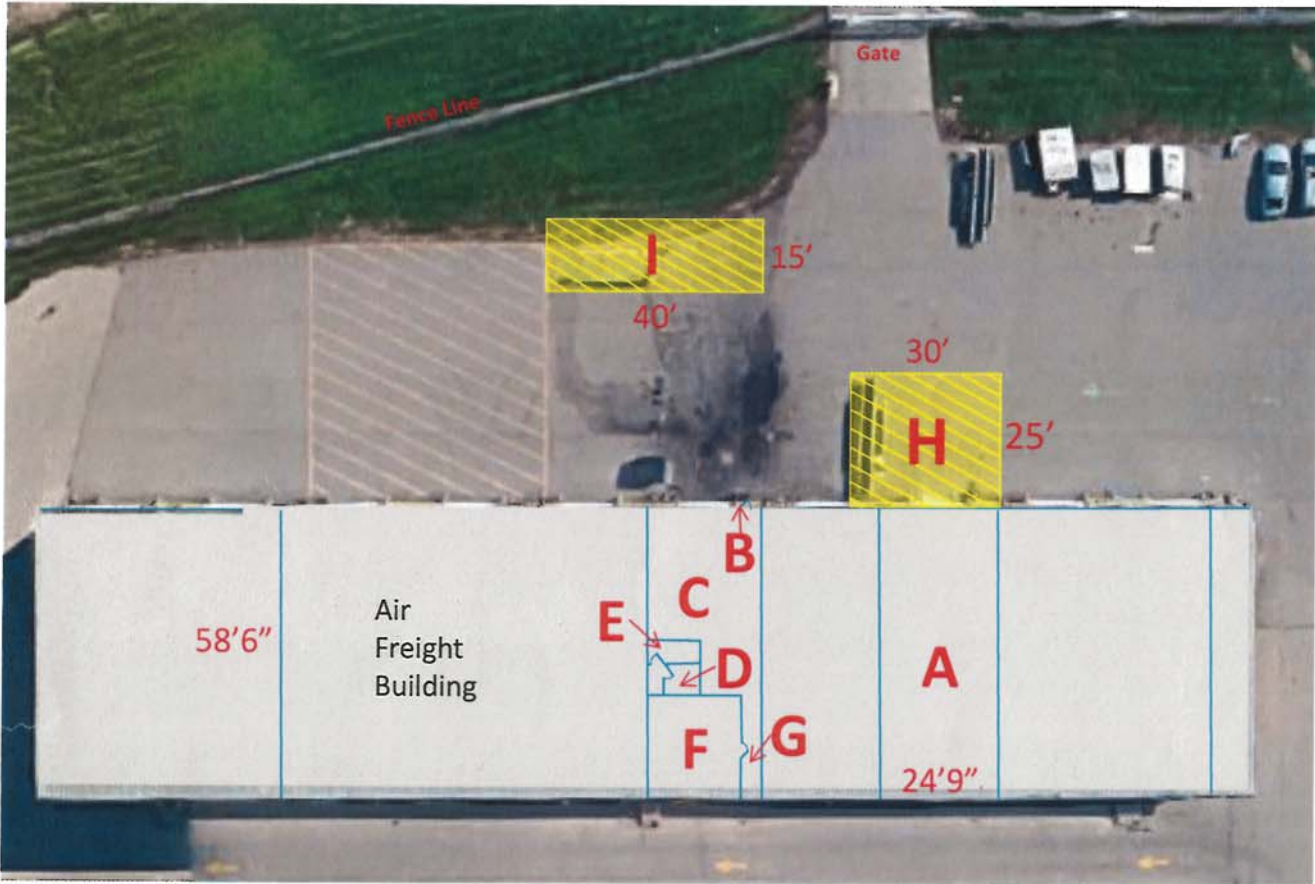
**FOR QUALITY MECHANICAL SERVICES, INC.:**

By: Charlie Taylor Date: 12-1-17  
Charles Taylor  
General Manager

**FOR DANE COUNTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Parisi  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
County Clerk



- A – Leased premises, Unit A 3525 International Lane
- B – Pedestrian door for entry to Unit C
- C – Unit C, 3525 International Lane
- D – Restroom (5'8" X 5'5")
- E – Utility room (10' X 6')
- F – Storage room
- G – Pedestrian door for access to Storage Room
- H – Vehicle and equipment parking
- I – Additional vehicle and equipment parking

EXHIBIT 1

