

## FIRST AMENDMENT TO LEASE

THIS AMENDMENT, made and entered into by and between County of Dane (hereinafter referred to as "LESSOR") and Urban Triage Incorporated (hereinafter referred to as "LESSEE").

### W I T N E S S E T H

WHEREAS, LESSOR and LESSEE (hereinafter referred to collectively as the "Parties") have entered into a Lease for the premises at 1738 Roth Street in the City of Madison, Wisconsin, hereinafter referred to as the "Leased Premises" and both Parties desire to amend said Lease;

THEREFORE, in consideration of the conditions and the mutual covenants set forth hereafter and in the Lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE agree that the Lease shall be amended as follows:

**Section 8. UTILITIES AND CERTAIN SERVICES.** LESSEE shall be responsible for and furnish at its own expense all water and sewer services, electricity and gas utility services required for LESSEE'S use of the leased premises. LESSEE shall furnish at its own cost and expense all other utilities needed, except that LESSOR shall provide internet services including Wi-Fi and one dedicated telephone line. LESSEE shall promptly pay all charges therefore when due. LESSOR shall provide pest control services, snow removal and lawn care services. LESSEE shall allow LESSOR viewer access to its utility accounts to monitor usage of utilities.

**Section 49. SECURITY CAMERAS:** LESSOR shall purchase, install and maintain nine (9) security cameras and two (2) Network Video Recorders at the Leased Premises.

- a) LESSOR shall install six (6) security cameras outside the house at locations acceptable to both Parties; said cameras and one (1) associated Network Video Recorder shall remain the property of the LESSOR.
- b) LESSOR shall install three (3) security cameras inside the house, at internal entryways, at locations acceptable to both Parties; said cameras and one (1) associated Network Video Recorder shall be the property of the LESSEE.
- c) LESSOR shall be responsible maintenance, repair and replacement of security cameras due to normal wear and tear and weather related damage. LESSEE shall be responsible for any damage to said cameras due to actions by LESSEE, its program participants, contractors or assigns and acknowledges that LESSOR has the right to pursue legal action for said damage.
- d) LESSEE shall be responsible for monitoring the security camera recordings, however LESSOR reserves the right to access and view said recordings.

All other terms, conditions and obligations of the Lease, except as otherwise expressly provided herein, remain in full force and effect.

IN WITNESS THEREOF LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date by which both parties have caused this Addendum to Lease to be executed.

For LESSOR

\_\_\_\_\_  
Melissa Agard  
County Executive

Date

For LESSEE .



Brandi Grayson  
Chief Executive Officer

3/6/25  
\_\_\_\_\_  
Date

## L E A S E

**THIS LEASE**, by and between the County of Dane (hereinafter referred to as "LESSOR") and Urban Triage Incorporated. (hereinafter referred to as "LESSEE"),

## W I T N E S S E T H

**Section 1. LEASED PREMISES.** LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations, and stipulations hereinafter set forth, does hereby demise, lease and let unto LESSEE the premises at 1738 Roth Street, in the City of Madison, Wisconsin, more fully described as follows:

A 2.5 story, 2,727 square foot residential building including nine bedrooms, two full bathrooms, two half bathrooms, and common areas including a kitchen and living room and basement;

LESSEE shall further be entitled to the non-exclusive use of LESSOR's personal property (furnishings): see Exhibit A

LESSOR will provide and maintain ownership of appliances in the kitchen and basement. LESSOR will help supply initial common area and bedroom furniture, but shall not be responsible for subsequent replacements.

**Section 2. EXCLUSIVE USE OF LEASED PREMISES.** During the term of the lease LESSEE shall be entitled to the use of the leased premises for the purpose of provide transitional living programming, case management and support services to 5-6 adults ages 18-23. LESSEE shall provide outreach, subtenant screening, intake, support services, life skills training, educational opportunities, job readiness training and housing navigation services.

**Section 3. TERM.** The term of this lease shall be for two (2) years, commencing on the first day of April, 2024 and ending on the thirty-first (31) day of March 2026, unless terminated sooner as provided herein.

**Section 4. RENTS.** As rent for the leased premises LESSEE shall pay to LESSOR at 1202 Northport Drive, Madison, Wisconsin, 53704 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$1.00 per year.

**Section 5. SECURITY DEPOSIT.** There shall be no security deposit payable by LESSEE for this Lease.

**Section 6. RENTAL ADJUSTMENTS.** The rental rate shall not be adjusted during the term of this lease.

**Section 7. RENEWAL OPTION.** LESSEE shall have the option to renew this lease for an additional two (2) year term with the written consent of LESSOR.

**Section 8. UTILITIES AND CERTAIN SERVICES.** LESSEE shall be responsible for and furnish at its own expense all water and sewer services, electricity and gas utility services required for

LESSEE's use of the leased premises. LESSEE shall also furnish at its own cost and expense all other utilities including, but not limited to telephone and internet services. LESSEE shall promptly pay the charges therefore when due. LESSOR shall provide pest control services, snow removal and lawn care services. LESSEE shall allow LESSOR viewer access to monitor usage of utilities.

**Section 9. ALTERATIONS PROHIBITED.** LESSEE shall make no changes, alterations, additions or improvements to the leased premises or parts thereof without the prior written consent of LESSOR.

**Section 10. NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

LESSEE shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of LESSEE's interest in this Lease or in the Premises, or permit the use or occupancy of the Premises or any part thereof by anyone other than LESSEE, without LESSOR's prior written consent.

**Section 11. NO RELEASE OF LESSEE.** Notwithstanding anything to the contrary contained in this Lease, and regardless of LESSOR's consent, no such assignment, encumbrance, subletting, transfer, lease or other permission for the use or occupancy of all or any part of the Premises shall release LESSEE of LESSEE's obligation to pay the rent and to perform all other obligations to be performed by LESSEE under this Lease. LESSEE and each such assignor further agree that LESSOR may deal with the LESSEE in possession without notice to, and without the consent of, LESSEE or any such assignor, and any and all extensions of time, modifications, or waivers shall be deemed to be made with the consent of LESSEE and any such assignor. "LESSEE in Possession" shall not ever be taken to include the resident sublessees contemplated by the terms of sections 1 and 4 above. The acceptance of rent by LESSOR from any other person shall not be deemed to be a waiver by LESSOR of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment

**Section 12. CONDITION OF PREMISES.** LESSEE has examined the premises and accepts them in their present condition, and will at all times keep the premises in a neat, clean, safe and sanitary condition.

**Section 13. MAINTENANCE AND REPAIRS.** LESSEE agrees to keep and maintain the leased premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable casualty not occurring by fault of LESSEE. Unless a repair is made necessary by the negligence or improper use of the premises by LESSEE, LESSOR shall make all necessary structural repairs or replacements, including but not limited to, repairs to the roof, walls, foundation, parking lot, and the plumbing, heating, electrical and other mechanical systems.

**Section 14. REMOVAL OF IMPROVEMENTS.** All heating and air-conditioning equipment and all alterations and other improvements by LESSEE shall become the property of LESSOR and shall not be removed from the Premises, unless request is made by LESSOR to LESSEE to remove the same. All trade fixtures, furniture, furnishings and signs installed in the Premises by LESSEE and paid for by LESSEE shall remain the property of LESSEE and may be removed upon the expiration or termination of this Lease; provided that any of such items as are affixed to the

Premises and require severance may be removed only if LESSEE repairs any damage caused by such removal and that LESSEE shall have fully performed all of the terms, conditions and covenants to be performed by LESSEE under this Lease. If LESSEE fails to remove such items from the Premises by the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of LESSOR, unless LESSOR elects to require their removal, in which case LESSEE shall, at its sole cost and expense, promptly remove the same and restore the Premises to their prior condition. The covenants contained in this Section shall survive the expiration or termination of this Lease.

**Section 15. LESSOR'S ACCESS TO LEASED PREMISES.** LESSOR shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease or maintaining the building of which the leased premises are a part, and exhibiting the said premises to a subsequent lessee.

**Section 16. INSURANCE & INDEMNIFICATION:**

- (a) LESSEE shall indemnify, hold harmless and defend LESSOR, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of LESSEE's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of LESSOR, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. Any failure on the part of the LESSEE to comply with reporting or other provisions of its insurance policies shall not affect this LESSEE's obligations under this paragraph. LESSOR reserves the right, but not the obligation, to participate in defense without relieving LESSEE of any obligation under this paragraph. The obligations of LESSEE under this paragraph shall survive the expiration or termination of this Agreement.
- (b) In order to protect itself and LESSOR, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives under the indemnity provisions of the subparagraph above, LESSEE shall, at LESSEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, LESSEE agrees to preserve LESSOR's subrogation rights in all such matters that may arise that are covered by LESSEE's insurance. Neither these requirements nor the LESSOR's review or acceptance of LESSEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the LESSEE under this Agreement.
- (c) LESSEE agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, and Fire Legal Liability. The policy shall

list DANE COUNTY as an Additional Insured. LESSOR agrees to insure the Premises through the Local Government Property Insurance Fund (policy available here: <http://oci.wi.gov/lgpif/policies.htm> ).

- (d) LESSEE may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. LESSEE agrees to list LESSOR as an "Additional Insured" on its Umbrella or Excess Liability policy.
- (e) Workers' Compensation.
  - a. LESSEE agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
- (f) Upon execution of this Agreement, LESSEE shall furnish LESSOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If LESSEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Lease, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, LESSEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. LESSEE shall furnish LESSOR, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that LESSEE shall furnish LESSOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either LESSEE or LESSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by LESSEE. In the event any action, suit or other proceeding is brought against LESSOR upon any matter herein indemnified against, LESSOR shall give reasonable notice thereof to LESSEE and shall cooperate with LESSEE's attorneys in the defense of the action, suit or other proceeding
- (g) Cancellation Notice
  - a. Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the LESSEE, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to LESSOR.
- (h) The parties do hereby expressly agree that LESSOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to an adjustment in the amount of coverage required above. 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 exposure, if any, under this Agreement.

## **SECTION 17. LESSEE WAIVERS OF EMINENT DOMAIN BENEFITS AND AWARD.**

(A) In the event of the LESSEE's vacation of the Premises or if LESSOR terminates this Lease pursuant to the provisions of this Lease, LESSEE hereby waives any rights against LESSOR that may be construed to accrue to LESSEE, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.

(B) In the event the Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purposes by any authority, other than LESSOR, in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to LESSOR without any deduction therefrom for any present or future estate of LESSEE, and LESSEE hereby assigns to LESSOR all of its right, title and interest to any such award. However, LESSEE shall have the right to recover from any condemning authority, other than LESSOR, such compensation as may be separately awarded to the LESSEE for moving and relocation expenses.

**Section 18. NOTICES.** If at any time it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally or by certified mail addressed to the addresses set forth below. If mailed as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed as aforesaid, with postage properly prepaid. Notices to LESSOR shall be sent to the Office of the Corporation Counsel, Dane County Dept. of Human Services, 1202 Northport Drive, Madison, WI 53704 and to the PEI Human Services Manager, 1202 Northport Drive, Madison, WI 53704, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Urban Triage, Inc. 2312 South Park Street, Madison, WI 53713.

**Section 19. RULES.** LESSEE shall not perform any acts or carry on any practices which may injure the leased premises or be a nuisance or menace to neighboring property or occupants. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the demised premises. Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days advance written notice containing the reasons for the termination. In the event of termination, rent already paid shall be prorated.

**Section 20. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS.** LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the leased premises and the adjacent common areas. LESSEE agrees such rules and regulations may be rescinded, amended, or added to by LESSOR for the proper use, welfare, and enjoyment of all LESSEES and patrons of the building. Any violation of such rules and regulations which continues or is not remedied within thirty (30) days after receipt of notice thereof from LESSOR shall constitute a default entitling LESSOR to re-enter the premises and remove LESSEE and to use any other remedies available to LESSOR.



**Section 21. ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS.** LESSEE and subtenants shall not use, serve, drink, sell or keep on the Premises alcoholic beverages of any kind whatsoever. No illegal drugs or drugs without a valid prescription are allowed on the Premises.

**Section 22. SPECIAL CONDITIONS.** LESSEE agrees to provide the following:

- (a) LESSEE shall provide an on-site resident mentor;
- (b) LESSEE shall screen/interview potential program participants;
- (c) LESSEE shall supply each participant with information regarding the program's housing and service guidelines;

**Section 23. UNTENANTABLE PREMISES.** If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenantable. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable for more than sixty (60) days, at the option of LESSEE either: (1) if the premises are repaired or reconstructed by LESSOR the rents shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored; or, (2) if within one hundred eighty (180) days after the time of the damage or destruction the premises have not been repaired or reconstructed for LESSEE's use, or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this agreement in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only and bears or implies no reference to contents.

**Section 24. INSURANCE REQUIRED.** LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of LESSEE, its directors, guests, business invitees, agents, employees or officers which is located on the leased premises.

**Section 25. LESSEE'S OBLIGATIONS.** LESSEE agrees to pay the rents at the times and in the manner aforesaid during the term of this lease, and at the expiration thereof, or earlier termination of the lease for any cause, to deliver up the leased premises to LESSOR peacefully and quietly in the condition called for by the terms of this lease, normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the leased premises; that it will use the same for the above-named purpose only; that it will conduct its business or activities on the leased premises so as to keep the premiums of any insurance on any policy covering the leased premises at a reasonable rate considering LESSEE's use of the premises; that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the fire insurance company or companies that may insure the leased premises; and that it will observe and comply with at its own cost and expense, all ordinances or laws of the City of Madison and the State of Wisconsin, in connection with conducting its business or activities thereon. Building structure, operations and maintenance responsibilities of the LESSOR are not diminished or otherwise effected by LESSEE's obligations listed in this section.

LESSEE shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained within or serving the Premises, in good condition, including, but not limited to heating and cooling, electrical, lighting, plumbing and sewer systems. Notwithstanding the above, LESSOR shall pay for any and all necessary repairs. LESSEE shall keep the Premises clean, attractive in appearance and in good repair at all times. LESSEE shall have all trash generated from the Premises removed on a daily basis or more frequently as needed; provided, however, that no trash shall be placed or maintained in any entry to or corridor of the Premises or the Building, and all such trash shall be collected and held in proper containers in the interior of the Premises out of sight until deposited by LESSEE in dumpsters or other trash collection containers.

**Section 26. DEFAULT BY EITHER PARTY.** Should either party be in default under any provision of this lease, the non-defaulting party, prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty days to remedy the default. This period may be extended by a written agreement of the parties.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by LESSEE:

- (a) The filing by LESSEE of a voluntary petition in bankruptcy;
- (b) The institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as bankrupt pursuant to such proceedings;
- (c) The taking by a court of competent jurisdiction of LESSEE's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act;
- (d) The appointment of a receiver of LESSEE's assets;
- (e) The divestiture of LESSEE's estate herein by other operation of law;
- (f) The abandonment by LESSEE of the Premises. Abandonment shall not be deemed to occur while rental payments are current;
- (g) The use of the Premises for an illegal purpose;
- (h) The failure of LESSEE to pay when due any rent or any other monetary sums due pursuant to the terms of this Lease;
- (i) The failure of LESSEE to use the Premises for the purpose identified in Section 2 herein; and
- (j) The failure by LESSEE to repair any waste or to observe or perform any of the terms, covenants or conditions of this Lease to be observed or performed by LESSEE.

Failure to send a notice shall not be construed as a waiver of such breach or as to any subsequent breach.

**Section 27. LESSOR'S REMEDIES.** If any default by LESSEE shall continue uncured after thirty (30) days written notice of default from LESSOR to LESSEE, LESSOR has the following remedies, in addition to all other rights and remedies provided by law or equity, to which LESSOR may resort cumulatively or in the alternative.

- (a) Termination of Lease. LESSOR may at LESSOR's election terminate this Lease by giving LESSEE written notice of termination. On the giving of the notice, all further obligations of LESSOR under this Lease shall terminate, LESSEE shall surrender and vacate the Premises in a broom clean condition, and LESSOR may reenter and take possession of the Premises and eject all parties in possession or eject some and not



others or eject none. Termination under this paragraph shall not relieve LESSEE from the payment of any sum then due to LESSOR or from any claim for damages previously accrued or then accruing against LESSEE. Should LESSEE abandon the Premises and LESSOR elect to reenter as herein provided, or if LESSEE's right to possession is terminated by LESSOR because of a breach of the Lease by LESSEE, this Lease shall, at LESSOR's written election, terminate and LESSOR shall be entitled to recover from the LESSEE (i) unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by LESSEE to LESSOR for the remainder of the term of this Lease, subject to any rent collected as provided in subparagraph (d) below.

(b) Termination of Possession. LESSOR may at LESSOR's election terminate LESSEE's right to possession only, without terminating the Lease, following a breach of the Lease by LESSEE. Upon termination of LESSEE's right to possession without termination of the Lease, LESSEE shall surrender possession and vacate the Premises immediately and possession thereof to LESSOR, and LESSEE hereby grants to LESSOR the immediate right to enter into the Premises, remove LESSEE's signs and other evidences of tenancy, and take and hold possession thereof with process of law, and to repossess the Premises as LESSOR's former estate and to expel or remove LESSEE and any others who may be occupying or within the Premises, if so determined by a court of law, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, without such entry and possession terminating the Lease or releasing LESSEE from LESSEE's obligation to pay the rent and to fulfill all other of LESSEE's obligations under this lease for the full term of this Lease. LESSOR shall be entitled to recover from LESSEE (i) unpaid rent which has been earned at the time of termination, and (ii) as liquidated damages and not as a penalty a sum of money equal to the rent and rental loss to be paid by LESSEE to LESSOR for the remainder of the term of this Lease, subject to any rent collected as provided in subparagraph (d) below. Notwithstanding any remedial action taken hereunder by LESSOR short of termination, including reletting the Premises to a substitute LESSEE, LESSOR may at any time thereafter elect to terminate this Lease for any previous default.

(c) Storage. LESSOR may, at LESSOR's election, store LESSEE's personal property and trade fixtures for the account and at the cost of LESSEE.

(d) Reletting of Premises. LESSOR shall make every effort to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to LESSOR. For the purpose of such reletting, LESSOR may decorate or may make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations and additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not limited to, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the term of this Lease, LESSEE shall pay to LESSOR promptly any deficiency, and LESSEE agrees that LESSOR may file suit to recover any sum falling due under the terms of this paragraph from time to time.

(e) Rent. The terms "rent" or "rental" as used in this Lease shall be deemed to be and to mean the Base Rent and such other sums, if any, required to be paid by LESSEE pursuant to the terms of this Lease. The term "rental loss" as used in this Lease shall be deemed to include, but shall not be limited by implication, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises or parts thereof for reletting.

(f) Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of LESSEE's default, if such default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after LESSOR's notice thereof, then LESSEE shall be deemed to be complying with such notice if, promptly upon receipt of such notice, LESSEE immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any prepaid rent shall be retained by LESSOR.

**Section 28. LESSEE REMEDIES.** If LESSOR shall fail to perform any covenant, term or condition of this Lease required to be performed by LESSOR, as a consequence of such default, LESSEE may exercise any and all rights and remedies available to LESSEE under law or in equity, and if successful in such claim shall also be entitled to have LESSEE's attorney fees and court costs paid by the LESSOR.

**Section 29. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT.** LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rents reserved herein and performing the covenants and agreements herein contained on its part, LESSEE shall at all times during said term hold and enjoy the leased premises.

**Section 30. SUBORDINATION.** LESSEE agrees to subordinate its interest in and to the leased premises to any first mortgage lien placed on the premises by LESSOR during the term of the lease or any extension thereof and, subject to its attorney's approval as to form only, to execute any subordination agreement requested by such mortgagee of LESSOR.

**Section 31. TERMINATION BY LESSOR.** Notwithstanding any language herein to the contrary, LESSOR may terminate this lease, and all of its obligations thereunder in the event the Dane County Board of Supervisors, at any time during the term of this lease, authorizes the closing of this field office or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this lease. Any such termination shall require a minimum one hundred twenty (120) days written notice to LESSEE.

**Section 32. NONDISCRIMINATION.** During the term of this lease LESSEE agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an applicant for employment, a LESSEE or an applicant for tenancy. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service. LESSEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for

discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

**Section 33. AFFIRMATIVE ACTION.** LESSEE is subject to this paragraph only if LESSEE has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSOR. LESSEE shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Lease and failure to do so by said date shall constitute grounds for immediate termination of this Lease by LESSOR. LESSEE shall also, during the term of this Lease, provide copies of all announcements of employment opportunities to LESSOR's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected.

**Section 34. EQUAL OPPORTUNITY EMPLOYER.** In all solicitations for employment placed on LESSEE's behalf during the term of this Lease, LESSEE shall include a statement to the effect that LESSEE is an "Equal Opportunity Employer".

**Section 35. RECORDS.** LESSEE agrees to furnish all information and reports required by LESSOR's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Lease.

**Section 36. ACCESS FOR PHYSICALLY DISABLED.** LESSOR shall maintain access to the premises for the physically disabled as specified in Section 101.13 of the Wisconsin Statutes (1991-92) and acts amendatory thereto.

**Section 37. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.

**Section 38. NO WAIVER.** No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

No waiver by LESSOR of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by LESSEE of the same or any other provision. LESSOR's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LESSOR's consent to or approval of any subsequent act by LESSEE. The acceptance of rent hereunder by LESSOR shall not constitute a waiver of any breach by LESSEE even if LESSOR knows of such breach at the time of acceptance of such rent.

**Section 39. HOLDING OVER.** LESSEE shall surrender the Premises upon the expiration or termination of the term of this Lease. Any holdover not consented to by LESSOR in writing shall not result in a new tenancy or interest and, in such case, LESSOR may treat LESSEE as a trespasser.

**Section 40. REMEDIES CUMULATIVE.** The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

**Section 41. PARTIAL INVALIDITY.** The terms and provisions of this lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 42. CAPTIONS.** The captions of paragraphs appearing in this lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease, nor in any way affect this lease.

**Section 43. SUCCESSORS AND ASSIGNS.** This lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors and assigns, except as otherwise herein specifically provided.

**Section 44. THIRD PARTIES.** This lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**Section 45. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this lease shall not be amended in any fashion except in writing, executed by both parties.

**Section 46. COUNTERPARTS.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**Section 47. SEVERABILITY.** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


**SECTION 48. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in

the regular course of business. This term does not apply to the service of notices under this Agreement.

END OF CONDITIONS.

IN WITNESS WHEREOF, LESSOR and LESSEE, by their respective authorized agents, have set their hands and seals to this Agreement which shall be effective as of the day and date by which both parties have executed this Agreement.

**FOR LESSEE:**

BY:  Date: 2/26/2024  
Brandi Grayson, CEO, Urban Triage, Inc.

**FOR LESSOR:**  
County of Dane

BY:  Date: 4-9-24  
Joseph T. Parisi, County Executive

By:  Date: 4-10-24  
Scott McDonell, County Clerk

**EXHIBIT A**  
**LESSOR'S PERSONAL PROPERTY**

7 dressers/chest of drawers
7 double beds w/bedding
7 night stands/small tables
Dining Table and Chairs
At least 1 TV (probably 2)
4 desks and chairs
2 recliners; 2 bean bag chairs
sofa
Small side tables (2) lamps
Book shelf and small armoire; storage cabinet
Coffee Maker, toaster, mixer, food processor, crock pot and dishes utensils and cutlery
Central Air
Blinds/Window Coverings
Stove/refrigerator
microwave
Towels; shower curtains; bath rugs
Small # of rugs/artwork
Small trash cans (8)
2 Vacuum cleaners
2 <sup>nd</sup> refrigerator
2 washer/dryers
Chest Freezer
7 laundry baskets