

Dane County Contract Cover Sheet

Revised 01/2022

Res 360

Dept./Division	Admin/Controller		
Vendor Name	Families Back to the Table	MUNIS #	30243
Brief Contract Title/Description	Lease of 2001 Zeier Rd. Madison for use as office building		
Contract Term	5 years with renewals		
Contract Amount	N/A		

Contract # Admin will assign	14639
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Chuck Hicklin	Name	Lisa Burrell
Phone #	608-469-8936	Phone #	608-209-5114
Email	hicklin@countyofdane.com	Email	lburrell140@gmail.com
Purchasing Officer	N/A		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	360
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by: Carlos	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Charles	Digitally signed by Hicklin, Charles Date: 2022.02.15 11:49:08 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/15/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, February 15, 2022 1:50 PM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14639
Attachments: 14639.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/15/2022 2:34 PM	Approve: 2/15/2022 2:34 PM
	Pabellon, Carlos		Approve: 2/16/2022 8:26 AM
	Patten (Purchasing), Peter		Approve: 2/15/2022 3:22 PM
	Lowndes, Daniel	Read: 2/15/2022 2:02 PM	Approve: 2/15/2022 2:41 PM
	Stavn, Stephanie	Read: 2/15/2022 2:13 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14639
Department: Administration/Controller
Vendor: Families Back to the Table
Contract Description: Lease of 2001 Zeier Road, Madison for use as Office Building (Res 360)
Contract Term: 3/3/22 – 3/3/23
Contract Amount: \$125.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

LEASE FOR 2001 ZEIER ROAD

THIS LEASE ("Lease"), is entered into by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation created pursuant to Chapter 59 of the Wisconsin Statutes and Families Back to The Table, Inc. (hereinafter referred to as "LESSEE"), a Wisconsin non-stock corporation incorporated under Chapter 181 of the Wisconsin Statutes.

WITNESSETH

Section 1. 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 located at 2001 Zeier Road in the City of Madison, Wisconsin, which consists of a commercial building and the land on which it sits (hereinafter "Premises").

Section 2. EXCLUSIVE USE OF PREMISES. During the Term, LESSEE shall be entitled to the exclusive use of the Premises for the purposes of serving disadvantaged communities by providing counseling, youth programs, children's activities and support to parents and other caregivers of vulnerable children.

Section 3. TERM. The term of this lease shall be for five (5) years, commencing on the _____ day of _____ ("Commencement Date") and ending on the ____ day of _____ 2027 ("Initial Term"), unless terminated sooner as provided herein. As used herein, the Initial Term and each Option Term shall be referred to collectively as the "Term."

Section 4. OPTION TO EXTEND.

- a) LESSEE shall have two (2) options (each, an "Extension Option," and collectively, the "Extension Options") to extend the term of this Lease with respect to all (but not less than all) of the Premises for five (5) years each ("Option Term"), provided that LESSOR receives written notice from LESSEE of its election to exercise an Extension Option not later than 120 days prior to the expiration of the original term or an Option Term. In addition, LESSOR at its sole discretion shall have the right to declare LESSEE's exercise of an Extension Option null and void if LESSEE is in material default (beyond any applicable cure periods) under the Lease on the date LESSEE exercises an Extension Option or at any time thereafter until the commencement of an Option Term.
- b) If LESSEE exercises an Extension Option, this Lease shall continue in full force and effect during the Option Term, without the necessity for execution of any future lease, amendment, instrument or agreement, pursuant to all of the terms and conditions set forth in this Lease, including, but not limited to the annual rent as set forth in Section 5.
- c) An Extension Option shall automatically terminate and become null and void upon the earlier to occur of (i) the termination of this Lease; (ii) the termination of LESSEE's right to possession of the Premises; (iii) the assignment of this Lease, in whole or in part, other than as expressly permitted under Section 12 herein; or (iv) the failure by LESSEE to timely or properly exercise the Extension Option.

Section 5. RENTS. As rent for the Premises, LESSEE shall pay to LESSOR at Room 425 City-County Building, 210 Martin Luther King Jr. Boulevard, Madison, WI 53703 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$25.00 per year for the Term.

Section 6. RENTAL PAYMENTS. LESSEE shall pay rent in annual installments, with payment due on the first anniversary of the Commencement Date, and thereafter annually on each subsequent anniversary date.

Section 7. REPORTING REQUIREMENTS. LESSEE shall provide to LESSOR an annual written report which shall, at a minimum, include the following information: number of families, individuals or children served, list of programs or services provided and any other information that may affect the status of the Premises. This report shall be due on the same date as the annual rental payment.

Section 8. UTILITIES, SERVICES AND MAINTENANCE. LESSEE shall be solely responsible for and furnish at its own expense all water, electricity, gas, telephone, data connection and sewer services used in or supplied to the Premises beginning on the Commencement Date. LESSEE shall also be solely responsible for snow removal within the time frame dictated by City of Madison Ordinances and all other outdoor maintenance, including lawn care and common area maintenance fees.

Section 9. TAXES. LESSEE covenants and agrees that it shall pay, before delinquency, all municipal, county and state or federal taxes assessed against any leasehold interest of LESSEE or any fixtures, furnishings, equipment, merchandise, improvements, alterations, stock-in-trade or other personal property of any kind owned, installed or upon the Premises.

Section 10. ALTERATIONS PROHIBITED. Except as otherwise provided in Section 11 below, LESSEE shall make no changes, alterations, additions or improvements to the Premises or parts thereof without the prior written consent of LESSOR.

Section 11. CAPITAL EXPENDITURE ACCOUNT. The Dane County Board of Supervisors approved Seven Hundred and Fifty Thousand and 00/100 Dollars (\$750,000.00) of capital costs for the purchase and renovation of the Premises. Up to \$30,000 of the funds remaining after the purchase of the Premises shall be available to LESSEE for repairs and replacements to the Premises that would be considered capital improvements according to generally accepted accounting principles ("Capital Expenditure Funds"). Within the first year of the original Lease term, LESSEE may request Capital Expenditure Funds for capital improvements to the Premises once a lease has been executed. LESSEE shall obtain written approval of LESSOR for all capital improvements prior to incurring the expense for release of any Capital Expenditure Funds. LESSOR shall not be obligated to consider any Capital Expenditure Fund requests for expenditures that were not pre-approved by LESSOR. No Capital Expenditure Funds shall be available after December 31, 2022.

Section 12. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment, transfer, encumber, mortgage, grant license or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 13. 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. Upon termination or expiration of this Lease, LESSEE shall return the Premises to its original condition, normal wear and tear excepted.

Section 14. REPAIRS. LESSEE shall be responsible for all routine and non-routine, indoor and outdoor maintenance and repairs of the Premises. LESSEE shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained within or serving the Premises, in good condition and repair, and make all necessary structural repairs or replacements, including, but not limited to heating and cooling, electrical, lighting, plumbing, sewer systems and repairs to the roof, mechanical systems, walls, and foundation. LESSEE shall also be responsible for maintenance and replacement of the roof. LESSEE shall keep the Premises clean, attractive in appearance and in good repair at all times.

Section 15. RIGHT OF ENTRY. LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times, upon not less than twenty-four (24) hours' prior written notice to LESSEE (or without notice for an emergency), to inspect the Premises, to show the Premises to prospective purchasers or LESSEEs, to abate nuisances, and to cure dangerous conditions or repair waste as LESSOR may reasonably deem necessary, without the same constituting an eviction of LESSEE in whole or in part, and rent shall not abate as a result of such entry.

Section 16. 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 17. SURRENDER. On the last day of the term of this Lease or any extension thereof, or on any sooner termination, LESSEE shall surrender the Premises in the same condition as the Premises existed on the Commencement Date, broom clean, reasonable wear and tear, loss or damage by fire or other insured casualty, damage resulting from the act of LESSOR and/or its employees or agents, excepted.

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 Dane County Facilities and Services Director, Room GA8 210 Martin Luther King Jr. Drive Madison WI 53703, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Families Back to the Table, Inc. 2001 Zeier Road, Madison WI 53704

Section 19. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the 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 Premises.

Section 20. PERMITS AND LICENSES. The LESSEE shall procure, supply, and post in places to be designated by the LESSOR all permits and licenses necessary.

Section 21. COMPLIANCE WITH LAWS. LESSEE shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of LESSOR, the City of Madison, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. LESSEE may, in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. LESSEE agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold LESSOR harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

Section 22. ENVIRONMENTAL.

- a) Hazardous Substances: Indemnification. LESSEE represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable Environmental Laws [as hereinafter defined]. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release by LESSEE of such hazardous substance and any damage, loss, or expense or liability resulting from such release, including reasonable attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence or intentional acts of LESSOR, its employees and/or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
- b) Definitions. As used herein, "Environmental Laws" shall mean any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations, guidance documents or memoranda and other governmental restrictions and requirements relating to

the creation or discharge of solid waste, hazardous substances, hazardous waste, air pollutants, water pollutants or process wastewater or otherwise relating to the environment or hazardous substances including, but not limited to, applicable Wisconsin Statutes, the Federal Toxic Substances Control Act, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, regulations of the Federal Environmental Protection Agency or state environmental protection agency or Department of Natural Resources or Environmental Quality now or at any time hereafter in effect.

- c) Without limiting the generality of Section 21(a) above, during the Term of this Lease, LESSEE shall:
- i. Provide LESSOR, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging violation upon the Premises by LESSEE of any Environmental Laws, or asserting or alleging a circumstance or condition upon the Premises which may require a financial contribution by LESSEE or a cleanup, remedial action or other response, including investigation, by or on the part of LESSEE under any Environmental Laws;
 - ii. Permit LESSOR, in the event LESSOR has reasonable cause to believe that there exists a condition or circumstance created by LESSEE, subtenants, employees, or invitees during the term of this Lease warranting an environmental inspection or audit, and upon written notice to LESSEE, to retain an architect, environmental consultant or professional engineer selected by LESSOR to perform an environmental inspection and/or audit of the Premises to evaluate LESSEE's compliance with Environmental Laws, and to test for hazardous substances on the Premises, and for risks associated with exposure to hazardous substances. LESSEE shall permit LESSOR and its employees and agents access to the Premises and the books and records of LESSEE as necessary for the performance of the environmental inspection and/or audit. If the condition or circumstance warranting the inspection, audit or testing arose in whole or part from the acts or omissions of LESSEE, its employees, subtenants or invitees, LESSEE shall reimburse LESSOR for all costs and expenses incurred by LESSOR in performing any inspection, audit, testing, and evaluations and in retaining professionals for such purposes; and at its expense, remove or contain any hazardous substances on the Premises that were brought onto the Premises by LESSEE, employees, subtenants, or invitees during the term of this Lease, or perform other investigation or remediation or corrective action as required by LESSOR in its sole discretion, if at any time it is determined that such hazardous substances present a health hazard on the Premises or are required to be investigated, removed, contained or remediated or other corrective action is required by any Environmental Laws or regulatory authority.
 - iii. At its expense, remove or contain any hazardous substances on the Premises that were brought onto the Premises by LESSEE, subtenants, employees or invitees during the term of this Lease, or perform other investigation or remediation or corrective action as required by LESSOR in its sole discretion, if at any time it is determined that such hazardous substances present a health hazard on the Premises or are required to be

investigated, removed, contained or remediated or other corrective action is required by any Environmental Laws or regulatory authority.

Section 23. CONSTRUCTION LIENS. LESSEE shall pay when due, and indemnify, defend and hold LESSOR harmless from, all claims for labor or materials furnished or alleged to have been furnished to LESSEE for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein. Lessee shall not permit any liens under the construction lien law to be filed against the Premises or any interest therein and shall immediately obtain a release from any lien so filed.

Section 24. INSURANCE.

- a) Except to the extent covered by insurance, LESSEE shall indemnify, hold harmless and defend LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (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 any act, omission or negligence of LESSEE or its officers, contractors, licensees, agents, servants, employees, guests, subtenants, invitees, or visitors in or about the Premises, or arising from any breach or default under this Lease by LESSEE; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from any act, omission or negligence of LESSOR, its agencies, boards, commissions, officers, employees or representatives. The obligations of LESSOR and LESSEE under this paragraph shall survive the expiration or termination of this Lease.
- b) In order to protect itself, its officers, boards, commissions, agencies, agents, volunteers, employees and 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 Lease keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Lease 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 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 Lease. LESSOR expressly reserves the right to require higher or lower insurance limits where LESSOR deems necessary, any increase being requested only if reasonably necessary. 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 Liability, Premises-Operations and Fire Liability. The policy shall list DANE COUNTY as an Additional Insured.
- c) Upon execution of this Lease, 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 Lease and for six (6) years following the

completion of this Lease. 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.

- d) 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 Lease, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by LESSOR's Risk Manager.

Section 25. WORKER'S COMPENSATION. The LESSEE shall maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged on the Premises. The LESSEE shall furnish evidence of adequate worker's compensation insurance.

Section 26. 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 27. DEFAULTS. 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 1 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.
- k) The failure by LESSEE to comply with all laws, statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction of the Premises, as set forth in Section 19.

Section 28. LESSOR'S REMEDIES. If any default by LESSEE shall continue uncured after thirty (30) days' written notice of default from LESSOR to LESSEE, LESSEE 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. In the event of termination under this Subparagraph, any prepaid rent shall be retained by LESSOR.
- 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 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.

- g. Mitigation of Damages. Notwithstanding anything to the contrary contained in this Lease, LESSOR shall be obligated to make reasonable efforts to re-rent the Premises and otherwise mitigate any damages incurred by LESSOR in connection with any LESSEE default.

Section 29. 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.

Section 30. LESSOR MAY PERFORM. LESSOR shall have the right at any time, after ten (10) days' written notice to LESSEE (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of LESSEE under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate LESSOR to make any payment or perform any act required of the LESSEE, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to LESSOR by LESSEE.

Section 31. 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 32. LESSEE'S OBLIGATIONS. LESSEE agrees to deliver up the 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 Premises; that it will use the same for the above-named purpose only; that it will conduct its business or activities on the Premises so as to keep the premiums of any insurance on any policy covering the 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 insurance company or companies that may insure the Premises; and that it will observe and comply with at its own cost and expense, all applicable regulations, ordinances or laws, in connection with conducting its business or activities thereon. Building structure operations and maintenance responsibilities of the LESSOR are not diminished or otherwise affected by LESSEE's obligations listed in this section.

Section 33. 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 in its part, LESSEE shall at all times during the Term peaceable and quietly have, hold and enjoy the Premises.

Section 34. NON-DISCRIMINATION. During the term of this Lease, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. 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(s). LESSEE agree 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 35. 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 and acts amendatory thereto.

Section 36. 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.

Section 37. 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 38. 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 circumstance 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 39. 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 40. SUCESSORS 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 41. 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 42. CHOICE OF LAW. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

Section 43. 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 44. 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.

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:

Lisa Burrell, Families Back to the Table

BY: Lisa Burrell

Date: 2/11/2022

FOR LESSOR:

COUNTY OF Dane County

BY: _____

Date: _____

County Executive

BY: _____

Date: _____

County Clerk