

LEASE

THIS LEASE, made and entered into this 1st day of October 2015, by and between the County of Dane (hereafter referred to as "LESSOR") and State Public Defender (hereafter referred to as "LESSEE"),

WITNESSETH:

WHEREAS the LESSOR is the owner of certain premises more fully described as a parking facility known as the Capitol Square South Ramp, located on the block bounded by South Fairchild, West Doty, South Henry and West Main, in the City of Madison, Dane County, Wisconsin, and which contains approximately 450 non-exclusive public parking stalls within the ramp; and

WHEREAS the LESSEE desires to lease from the LESSOR for non-exclusive use as motor vehicle parking a portion of said premises more fully described as follows:

Public access stalls defined as stalls containing a meter but having no signage which are located on Floor Three (excluding handicapped parking stalls), Floor Four (excluding stalls marked for juror use), Floor Five Center and West Main Street sections, Floor Six Center and Doty Street sections (excluding stalls with signage identifying assigned stalls and stalls marked "Reserved"), and the entire top floor (outdoor rooftop parking).

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the LESSOR and the LESSEE do agree as follows:

1. **INITIAL TERM AND RENEWAL.** LESSOR does hereby demise and lease unto the LESSEE (36) public parking stalls within that portion of the real estate and premises described herein. The initial term of the lease shall be from October 1, 2015 through March 31, 2016. The LESSEE shall have a right to renew this lease on an annual basis for up to four (4) years (through March 31, 2020). In the event that LESSEE does not wish to renew the lease LESSEE shall provide LESSOR written notice of its intent to terminate at least 60 days prior to the expiration of the term of the current lease or any period of renewal. Upon renewal all terms and conditions shall be as specified herein.
2. **NON-EXCLUSIVE USE OF LEASED PREMISES.** During said term the LESSEE shall be entitled to the non-exclusive use of the demised premises from 6:00 a.m. to 6:00 p.m., Monday through Friday, including holidays, subject to the terms established for such areas as set forth in the Capitol Square Parking Facility Policies and Guidelines attached and incorporated by reference as though fully stated.
3. **UTILITIES AND CERTAIN SERVICES.** LESSOR shall provide lighting, janitorial and snow removal services at such levels as are usual and customary for all areas of the ramp open to the public.
4. **INSURANCE.** LESSOR shall not be responsible for any damage to property or injury to person resulting from the acts of any third party. LESSEE at its expense shall insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of the LESSEE, its agents, employees, officers, guests and invitees which is located on the demised premises. Upon execution of this Agreement, LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an

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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 Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. LESSEE shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. LESSEE shall furnish LESSOR, annually on the lease renewal date, a Certificate of Insurance as evidence of coverage.

5. **HOLD HARMLESS; CLAIMS AND LITIGATION.** Except as provided in Paragraph 6, below, LESSEE shall indemnify, defend and hold harmless the LESSOR from any and all damages, losses and expenses the LESSOR may suffer as a result of any litigation or claim for injuries or damages alleged to be suffered by any persons using the demised premises occurring as the result of the acts of any third person not under LESSOR'S control.
6. **INDEMNIFICATION; HOLD HARMLESS.** LESSEE agrees to indemnify and hold LESSOR harmless against and from any and all loss, liability, claims or expense, including attorneys' fees, arising from bodily injury, including death, or property damage to any person caused by the acts or omissions of LESSEE, its boards, officers, employees, agents, guests, invitees and operators using the Premises under agreement with LESSEE, except to the extent the same are caused by the negligence or misconduct of LESSOR, its officers, employees, or agents. LESSOR agrees to indemnify, and hold LESSEE harmless against and from any and all loss, liability, claims or expense, including attorneys' fees, arising from bodily injury, including death, or property damage to any person caused by the negligent acts or omissions of LESSOR, its boards, officers, employees, or agents, except to the extent the same are caused by the negligence or misconduct of LESSEE, its officers, employees, agents, guests, invitees or operators using the Premises under agreement with LESSEE. Each party shall give to the other timely written notice of any pending or threatened litigation.
7. **RENTAL PAYMENTS.** In consideration of the LESSOR'S agreement to lease the demised premises, the LESSEE agrees to pay the sum of \$72.50 per month (inclusive of any sales or other tax which LESSOR shall then pay), in advance of the first day of each month, as rent for each parking stall. The first such rental payment hereunder is due prior to the first day of September 2015. Any increase in lease rates adopted by the LESSOR for all other leases, except those with employees of Dane County, shall apply to LESSEE upon annual renewal of the lease with LESSOR notifying LESSEE in writing on or before February 1 of each year in which the increase is to take place of what the increase will be. Failure to make timely rental payments will be considered a breach of this agreement and may result in termination.
8. **BREACH BY EITHER PARTY.** Should either party be in breach of any provision of this lease, the non-breaching party, prior to exercising any option arising upon such breach, shall give the breaching party written notice of such breach, and the breaching party shall have fifteen (15) days to remedy the breach. This period may be extended by a written agreement of the parties. In the event any breach is not remedied within fifteen days after receipt of notice thereof, the non-breaching party shall be entitled to terminate this Lease without further notice and without approval of

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the breaching party. The non-breaching party may also avail itself of any other remedy available under the law.

9. **CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same.
10. **ALTERATIONS PROHIBITED.** LESSEE shall make no structural changes, alterations, additions, improvements or repairs to the demised premises or parts thereof nor paint or decorate the same without the prior written consent of the LESSOR'S Transportation Committee. LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of the LESSOR'S Transportation Committee,.
11. **SUBLET; ASSIGNMENT.** The LESSEE may sublet parking spaces, but may not charge a monthly rent in excess of that paid by LESSEE to LESSOR for individual spaces. This lease shall not be assigned without advance written consent of the LESSOR, which shall not be unreasonably withheld.
12. **NOTICES.** All notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to the LESSOR shall be sent to the Controller, Dane County Department of Administration, Room 425, City-County Building, Madison, WI 53703. Notices to the LESSEE shall be sent to: , , ,
13. **TERMINATION.** This lease may be terminated by written agreement of both parties upon sixty (60) days' notice. This lease shall automatically be terminated upon the filing of a petition for bankruptcy by or for the LESSEE, or sale of the demised premises by the LESSOR to an unrelated, non-governmental entity in an arms length third party transaction.
14. **PAYMENTS.** Payments for rents due hereunder are to be made at the addresses specified in paragraph 12 above.
15. **LESSEE OBLIGATIONS.**
 - A. LESSEE agrees to pay the rents at the times and in the aforesaid manner during the term of this Lease, and at the expiration thereof, or earlier termination of the Lease for any cause, to deliver the leased premises to LESSOR peacefully and quietly in the condition as it existed at the commencement of this Lease, normal wear and tear excepted. LESSEE further agrees that it will not cause or permit 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 companies that may insure the Premises; and that it will observe and comply with at its own cost and expense all applicable rules, regulations, ordinances or laws of the City of Madison, the County of Dane, the State of Wisconsin and the United States of America in connection with conducting its business or activities on the Premises. LESSOR'S responsibilities concerning its operations and maintenance responsibilities are not diminished or otherwise affected by the obligations of LESSEE listed in this section. LESSEE shall pay reasonable attorney's fees incurred by LESSOR in enforcing the provisions of this lease.

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- B. LESSEE shall not permit members of the public to use the demised premises, it being understood that the demised premises are solely for the use of LESSEE, and its sublessees, unless otherwise provided in writing pursuant to paragraph 11 above. LESSEE shall insure that the driving lane shall remain accessible for public use at all times.
- C. LESSEE agrees to offer a TDM (Traffic Demand Management Program) to employees that are employed within their facilities that are eligible for parking spaces at the ramp under this lease. That program will be in conformance with the LESSOR'S TDM efforts, and the LESSEE agrees to provide times when the LESSOR or representatives of the LESSOR can make presentations on the TDM program to those employees employed within the facilities. The LESSEE understands that the TDM program would consist of efforts by the LESSOR to encourage the utilization of other methods of transportation, which include but would not be limited to walking, transit, carpooling, vanpooling, ride sharing, and bicycle usage.
16. **NONDISCRIMINATION.** During the term of this Lease LESSOR and LESSEE agree not to discriminate against any person on the basis 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 other reserve component of the military forces of the United States. LESSOR and LESSEE shall offer equal opportunity with respect to all of their activities, including those related to employment and the provision of services, and 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 or different prohibited conduct, and exceptions shall be permitted only to the extent allowable by state or federal law.
17. **EQUAL OPPORTUNITY EMPLOYER.** All advertisements for employment placed by LESSOR or LESSEE during the term of this Lease shall include a statement to the effect that the advertising party is an "Equal Opportunity Employer".
18. **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 any party to enforce the terms of this Lease.
19. **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 may be enforced to the fullest extent permitted by law.
20. **CAPTIONS.** The captions of paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define, affect or limit the scope or intent of such paragraphs or this Lease.

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21. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein and this Lease absolutely and irrevocably supersedes any and all oral agreements, understandings and negotiations between the parties relating to the subject matter hereof and that any such oral agreements, understandings and negotiations are null and void unless expressly incorporated herein. This Lease shall not be amended in any fashion except in writing, executed by both parties.
22. **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 the LESSOR and the LESSEE, have executed this lease, by their respective authorized agents, effective as of the date set forth above.

LESSEE – : STATE PUBLIC DEFENDER

Anna Dehler
Signature

7/16/2015
Date

Anna Dehler
Print or Type Name

Budget Director, SPD
Print or Type Title

FOR THE COUNTY:

Joe Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date