

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND

SUMMIT EDUCATIONAL ASSOCIATION, INC.

This Lease Agreement (the "Agreement") is made and entered into effective _____ (the "Effective Date"), by and between the MILWAUKEE COUNTY PARKS (the "County" or "Landlord") and the SUMMIT EDUCATIONAL ASSOCIATION, INC. ("Tenant"), 2201 S. 7th St. Room 205, Milwaukee, WI 53215, as represented by: Matt Smyczek, (414) 672-1786. Referenced together the County and the Tenant are the "Parties" to this Agreement.

WITNESSETH

WHEREAS, Tenant is a 501(c)(3) not-for-profit privately funded organization, which exists to provide one-on-one tutoring and mentoring to disadvantaged inner-city Milwaukee students to support academic excellence and character development; and

WHEREAS, Tenant has been a longtime lessee of the County's Kosciuszko Community Center, which has provided housing to Tenant's administrative and programming needs; and

WHEREAS, Tenant wishes to expand its programming to the Dr. Martin Luther King Community Center (the "Center"), 1531 W Vliet St, Milwaukee, WI 53205; and

WHEREAS, the Parties recognize expansion of Tenant's programming and the development of a multiple year lease for certain space at the Center is advantageous to both Tenant and Landlord; and

WHEREAS, the Milwaukee County Board of Supervisors, by adopting Resolution _____ on _____, has authorized the Parks Executive Director to enter into this Agreement with Tenant for and on behalf of Milwaukee County.

NOW THEREFORE, in exchange of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS

1. PREMISES:

Tenant shall lease a portion of the Center, as shown on Exhibit A, with an approximate size of 896 square feet (the "Premises"). The restrooms attached to Room 225 will be for the use of Tenant when not needed for use by the general public. During the school year, September – mid-June, one expansion room and one hour of gym time will be available to Tenant Monday through Thursday and Saturdays. During the summer time, mid-June – August, two expansion rooms will be available Monday – Friday to the Tenant. Expansion

rooms and gym time will be scheduled and approved by the Center manager. All other common use rooms within the Center, including but not limited to the gymnasium, shall be available for use by the Tenant on a scheduled basis with the approval of the Center manager.

2. TERM:

The term of this Lease shall commence on the Effective Date and conclude on August 31, 2020 (the "Term").

2.1 RENEWAL:

After the Initial Term of the Agreement, the Parties may mutually agree in writing to extend the term of the Lease for four (4) additional consecutive one (1) year periods (each a "Renewal Term"). Such option shall be exercised by written notice to Landlord given at least six (6) months prior to the expiration of the Initial Term or the applicable Extended Term and Landlord agreeing to accept such additional Extended Term, provided however that Tenant continues using the Leased Premises only for the Permitted Use set forth in Section 6 and for no other purposes. The Parties agree that further negotiation regarding the terms and conditions, including rent, may be appropriate at the time each renewal is exercised by Tenant.

3. RENT:

3.1 Monthly Rent:

Tenant shall pay rent to County as follows:

June 1, 2019 – August 31, 2019	\$1,000 / month
September 1, 2019 – May 31, 2020	\$800 / month
June 1, 2020 – August 31, 2020	\$1,000 / month

Rental payments are due by the fifth (5th) day of the month, first payment due on or before June 5, 2019.

4. UTILITIES:

4.1 Percentage of Responsibility:

Based upon the Tenant occupying one and a half percent (1.5%) of the Center, the Tenant shall contribute one and a half (1.5%) of the total Utilities (as hereinafter defined) bill for the Center.

4.2 Payments of Utilities:

Tenant shall be notified by the Landlord of the actual amount of the Utilities due and owing at the Center and their portion of the bill based on the percentage set forth in Section 4.1 above on a quarterly basis. Payment to the Landlord shall be due within thirty (30) days of receipt of such invoice. "Utilities" shall include electricity, gas, water, and sewer.

5. CONDITION OF THE PREMISES:

Landlord makes no representation or warranties that as of the Effective Date, all parts of the Premises, including the plumbing, electrical and other mechanical systems: (a) meet and comply with all federal, state, and local laws, ordinances and regulations; and (b) are in workable and sanitary order and state of repair at the time of delivery to Tenant. Tenant acknowledges that it has been made aware by Landlord that the Premises are hereby leased on an "as-is" basis and may or may not prove to be suitable for all purposes contemplated by Tenant, either now or in the future. Tenant further acknowledges that it has freely inspected the Premises and is aware of their general overall condition.

6. PERMITTED USE OF THE PREMISES:

6.1 Use:

Tenant shall have exclusive use of the Premises for only those activities directly related to its administrative and programming needs, i.e. office use, classrooms, and as meeting-space for educational, recreational and community activities that are conducted by Tenant. No other activities may be conducted on the Premises without the written approval of the Parks Executive Director. No political activities may be conducted upon the Premises at any time.

6.2 Hours:

Tenant may use the Premises only during the Center's normal operating hours, which are Monday through Friday, 9:00 a.m. to 8:00 p.m. year-round, and on Saturdays from 9:00 a.m. to 2:00 p.m. during the academic year. Tenant may request authorization from the Center Manager for occasional use of the Premises for programming activities beyond Tenant's regularly scheduled program hours; Center Manager may reject the request at its absolute discretion, without the need to provide any reasons for its lack of acceptance. Tenant also agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, County and its agents, officers and employees, from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, which arise out of or are in any manner connected to Tenant's use of the Center outside of the Center normal operating hours, which are defined above. Tenant agrees to, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

7. SUPERVISION, CENTER MEMBERSHIPS:

Tenant is to provide adequate staffing and supervision and shall always have sole supervisory responsibility for its program participants. Tenant's programming participants are not required to have Center memberships for the purposes of this Agreement.

8. GRANTS:

Tenant shall not apply for or receive grants which will conflict with existing programs or activities conducted by other agencies utilizing the Center, or which would place any conditions or requirements upon the County, unless agreed to in writing by the County.

9. COMPLIANCE WITH LAWS:

Tenant shall, at Tenant's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises

pertaining to: (a) the physical condition of any improvements constructed by Tenant on the Premises; and (b) Tenant's administrative and programming activities in the Premises.

10. TELEPHONE, INTERNET SERVICE, ALARM SERVICE:

Tenant may, at Tenant's expense, install and maintain telephone, internet, and alarm services. Tenant agrees to pay for the monthly costs associated with the use of the telephone and internet as well as the monitoring fees of any alarms systems. Installation locations for phones or alarm systems are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed.

11. CLEANLINESS:

Tenant is responsible for the daily cleaning and general maintenance of the Premises and shall provide its own equipment to accomplish this task. County shall be responsible for trash removal and general maintenance of the common areas, and project cleaning of the Premises including stripping and waxing of floors.

12. COLLECTION AND REMOVAL OF TRASH

Tenant shall be responsible for the collection and placement of all trash, litter and garbage associated with the activities into containers provided by the County. County shall provide for the hauling and disposal of all trash that is properly placed in the County's containers.

13. NAMING RIGHTS:

Tenant shall not allow or issue "naming rights" to any portion of the Premises or environs for any purposes without the express authority of the County Board of Supervisors. This provision does not preclude the temporary placement of signs or banners, with the Center Manager's prior approval, which shall not be unreasonably withheld, identifying Tenant's program or activities.

14. SIGNAGE:

Tenant shall use its best effort to acknowledge the Parks Department and include the County Parks logo in all promotional materials, whether print or digital, generated and controlled by Tenant regarding its activities and programming on the Premises and in the Center.

15. CLEANING OF RESTROOMS:

Landlord shall provide a once daily routine cleaning of Tenant's restrooms. Landlord shall also provide a weekly thorough cleaning of the restrooms and shall provide all supplies and cleaners as needed pursuant to paragraph 2(b) above.

16. INSPECTION BY LANDLORD:

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof and to improve or repair, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease.

17. REMOVAL OF EQUIPMENT AND SUPPLIES:

Tenant agrees to remove, at Tenant's cost, any personal property and related non-capital items at Lease end, except to the extent that Landlord waives such removal in writing. Improvements installed to the Premises by Tenant shall become the property of Landlord at the termination of this Lease, except to the extent that the Landlord and Tenant agree otherwise in writing. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by Tenant. If for any reason Tenant does not comply in a timely manner with its obligations under this paragraph (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then Landlord may make such repairs and/or remove, dispose of, or retain such property as Landlord sees fit. It is mutually agreed that Landlord may recover from Tenant any and all reasonable costs related to this Section. Tenant agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

18. CROSS-CHECKING OF MEMBER APPLICANTS:

County shall cross-check prospective applicants against the local convicted sex offender database as a step in the process for issuing membership cards for selected Center programs.

19. MAINTENANCE AND REPAIRS:

19.1 Improvements:

All furniture, equipment, and supplies used by Tenant in the Premises are the responsibility of Tenant. County must approve all modifications to the rooms and installation of any equipment or data lines. County will maintain oversight for all improvements for the purpose of protecting its property and to ensure consistent and compatible paint, carpeting, building materials, architectural and mechanical design. All materials to be used for room modifications must be approved by the County prior to such use, which approval shall not be unreasonably withheld or delayed. All improvements to the Premises will become the property of County, at no expense to County, upon termination of this Agreement. Tenant shall maintain the Premises in good order, including interior cleaning and janitorial services to the Premises and any environs utilized by the Tenant.

19.2 Maintenance and Repairs by Tenant:

Tenant shall, at its expense, during the Term of the Lease, pay for and make all necessary repairs and replacements to the Premises, including, but not limited to, lighting (including light bulbs), the doors, door checks, door hardware, windows, and fixtures, to the extent caused by the Tenant's activities covered under this Agreement, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition or better that the same are in at the Effective Date, ordinary wear and tear excepted. All repairs shall be done by licensed tradespersons, with oversight by the County Project Manager. Tenant may contract with Landlord for repairs on a time and materials basis.

19.3 Maintenance and Repairs by Landlord:

Landlord shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not a part of the Premises.

19.4 Timing for Repairs:

Tenant shall perform its repair obligations promptly after learning of the need for such repairs, but in any event within thirty (30) days after written notice provided by one Party to the other. If Tenant fails to make such repairs for which it is obligated within thirty (30) days after Landlord's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises or the Center as a whole, then Landlord shall have the right to make the repair with its own staff or contract with a private company to make the repair, and charge all reasonable costs directly associated with making the repair, to the Tenant (including salary and benefits if done with Landlord's own staff).

20. CASUALTY:

If the Premises, or any portion thereof, are damaged or destroyed by fire, explosion, or any other casualty, which cannot, despite diligent, good faith efforts be repaired or restored within thirty (30) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. If Tenant does not give notice of Tenant's election to terminate, then Landlord shall, subject to the provisions of this section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises are restored to a condition equivalent to that existing immediately prior to such casualty. Notwithstanding anything contained herein to the contrary, if the Premises are not repaired and restored within one hundred eighty (180) days from the date of damage, Tenant may terminate the Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant; provided however, in the event Landlord completes the repairs and delivers the restored Premises to Tenant within thirty (30) days after receipt of Tenant's notice, Tenant's termination notice shall be deemed null and void.

21. INSURANCE:

Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- i. Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage
Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- ii. Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation

and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- iii. **Workers' Compensation Insurance:**
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- iv. **Employers Liability Insurance:**
Such insurance shall provide limits of not less than \$500,000 policy limit.

Additional Requirements:

- v. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- vi. The insurance specified in (1.) and (2.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- vii. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- viii. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- ix. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

22. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from, all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents or employees. Tenant shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon

and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

23. COUNTY RIGHTS OF ACCESS AND AUDIT:

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

24. INTEREST:

Unless waived by County Board of Supervisors, Tenant shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the Lease with Milwaukee County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

24.1 Penalty:

In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Lease with Milwaukee County, as may be determined by the administrator of this Lease, or designee. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

24.2 Nonexclusivity:

This provision permitting collection of interest and penalty by Milwaukee County on delinquent payments is not to be considered Milwaukee County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by Milwaukee County of any other remedy permitted under the Agreement, including but not limited to termination of this Lease.

25. TERMINATION:

25.1 By Landlord:

Landlord may terminate the Lease if Tenant breaches or fails to perform any of Tenant's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Landlord has notified Tenant of Tenant's breach or failure; provided that Tenant cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Milwaukee County Board of Supervisors, via official action and resolution, elects to close the Center during the Term of this Agreement. In such event, the Tenant shall be afforded an opportunity to present an alternative proposal to the County to continue operating its programs in the Center.

25.2 By Tenant:

Tenant may terminate the Lease if Landlord breaches or fails to perform any of Landlord's obligations under the Lease and the breach or failure continues for a period of thirty (30) days after Tenant has notified Landlord of Landlord's breach or failure; provided that Landlord cannot reasonably cure its breach or failure to perform within the thirty (30) day period and thereafter pursues the cure and effects the cure within a period of time that does not exceed sixty (60) days after the expiration of the thirty (30) day period. In addition, the Lease may be terminated in the event that the Summit Board of Directors, via official action and resolution, elects to move the operations during the Term of this Agreement. In such event, the Tenant shall pay rent until a new contract for this space is signed by another Tenant or for one hundred thirty-five (135) days after written notification by Tenant, whichever time is shorter; provided, however, that the Parties may mutually agree to a longer notice period if Tenant so desires.

26. ASSIGNMENT / SUBLETTING:

Tenant may not assign this Lease, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director.

27. HOLDOVER:

In the event that Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Tenant shall also pay to Landlord a monthly rental amount equal to the then current market rental rate as established by the Parks Director. Such month-to-month tenancy may be terminated by either Party effective as of any calendar month by twenty-eight (28) days prior written notice to the other Party. If Tenant remains in possession of the Premises without the consent of Landlord or remains in possession of the Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two (2) times the then current market rental rate as established by the Parks Director, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

28. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, Tenant certifies to the County as to the following:

17.1 Non-Discrimination:

Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.

17.2 Affirmative Action Program:

Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.

17.3 Affirmative Action Plan:

Tenant certifies that if it has 50 or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Department of Audit, City Campus, 9th Floor.

17.4 Non-Segregated Facilities:

Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

17.5 Reporting Requirement:

When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

17.6 Compliance:

Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

29. TARGETED BUSINESS ENTERPRISES:

The Tenant shall comply with Chapter 42 of the Milwaukee County Code of General Ordinances which requires that the Tenant use good faith efforts to expend seventeen percent (17%) of any property maintenance and improvement funds with Targeted Business Enterprise (TBE) firms listed in the Wisconsin Unified Certification Program Directory, who may supply construction/maintenance services or materials for property maintenance and improvement. In accordance with this Milwaukee County policy, the Tenant shall ensure that certified firms can participate in the property maintenance and improvement. The efforts employed by the Tenant should be those that one could reasonably expect a Tenant to take if the Tenant were actively and aggressively trying to obtain participation sufficient to meet these established goals. Mere pro forma efforts are not good faith efforts to meet this requirement as detailed in 49 CFR §26.53 and Appendix A to 49 CFR Part. Specifications and required forms are included as attachments. For guidance regarding this requirement, or to obtain a list of certified firms, contact the Community Business Development Partners Department (CBDP) at 414-278-4747. The list of certified firms is also available at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

30. INTERPRETATION:

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease is found to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected, thereby, and shall remain in full force and effect as though the invalid or unenforceable provisions were not contained herein; provided that, if said invalid or unenforceable provisions go to the heart of this Lease, then the Lease is terminated. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

31. PARTNERSHIP:

Nothing contained in this Lease shall constitute or be construed to create a partnership or joint venture between Landlord or its successors or assigns and Tenant or its successors or assigns. This Lease does not create the relationship of principal and agent or of partnership, of joint venture, or of any association between Landlord and Tenant other than that of Landlord and Tenant.

32. FORCE MAJEURE:

In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such failure to perform shall not be grounds for termination or default.

33. CONFLICT OF INTEREST:

During the Term of this Agreement, Tenant shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person, who to the

actual knowledge of Tenant, has a conflict of interest. Tenant hereby acknowledges that portion of the County's Code of Ethics, which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employee's, vote, official actions or judgment would be influenced thereby."

34. OFFICIAL NOTICES:

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the Party addressed as follows:

To Tenant:
Summit Educational Association, Inc.
Matt Smyczek, Executive Director
2201 S. 7th St., Rm 205
Milwaukee, WI 53215

To Landlord:
Milwaukee County Parks
Parks Executive Director
9480 Watertown Plank Road
Wauwatosa, WI 53226

Either Party may designate a new address for purposes of this Lease by written notice to the other Party.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Summit Educational Association, Inc.

by _____ Date

_____ Matthew Smyczek, Executive Director

Milwaukee County

by _____ Date

_____ Guy Smith, Parks Director

Approved as to Chapter 42 TBE provisions:

By: _____ Date: _____

Community Business
Development Partners

Approved as to form and independent status:

Reviewed by:

By: _____ Date: _____ By: _____ Date: _____

_____ Corporation Counsel

_____ Risk Management

Approved:

Approved:

By: _____ Date: _____ By: _____ Date: _____

_____ County Executive

_____ Comptroller

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____

Corporation Counsel

**EXHIBIT A
THE PREMISES**

(SEE ATTACHED)