

LEASE AGREEMENT

Date: 8/11/2023

Landlord: Milwaukee County Office of Persons with Disabilities

Tenant: Goodwill the Goodwill Industries of Southeast Wisconsin, INC. (“Tenant”)

1. **DEFINITIONS:**

The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1. **Alterations:** All alterations, improvements, or additions made to the Building or Premises.
- 1.2. **Approvals:** All permits, licenses, or approvals necessary for Tenant’s operation and use of the Premises for the Permitted Use.
- 1.3. **Building:** The building which Landlord owns commonly known as Wil-0-Way Underwood Recreation Center, 10602 Underwood Pkwy, Wauwatosa, Wisconsin 53226
- 1.4. **Commencement Date:** The date upon which the Landlord delivers and the Tenant accepts the Premises, and shall always be the first of the month; here, **July 1st, 2023**
- 1.5. **Common Areas:** The exterior walls and roof of the Premises and the area under the Premises, parking areas, sidewalks, landscaped areas, roadways, loading areas, service areas, roofs, sprinklers, lighting facilities, corridors, stairways, elevators, restrooms, and other facilities designated by Landlord from time to time for the non-exclusive use of the occupants of the Building and their employees, agents, customers, licensees, and invitees.
- 1.6. **Environmental Laws:** All applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term.
- 1.7. **Environmental Permits:** All licenses, permits, approvals, authorizations, exemptions, certificates and registrations pertaining to Environmental Laws shall collectively be referred to as “Environmental Permits.”
- 1.8. **Hazardous Substance:** Any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local laws.

1.9. Lease Year: A period of twelve (12) full and consecutive calendar months. The initial lease year shall begin on the Commencement Date, and end on the last day of the month preceding the first anniversary of the Commencement Date. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

1.10.

1. Monthly Base Rent:

<u>Lease Year</u>	<u>Square Foot</u>	<u>Per Month</u>	<u>Annual</u>
<u>2023</u>	<u>5,000</u>	\$2,900	\$34,800
<u>2024</u>	<u>5,000</u>	\$2,950	\$35,400
<u>2025</u>	<u>5,000</u>	\$3,000	\$36,000

1.11 Option Base Rent

1. Monthly Base Rent:

<u>Lease Year</u>	<u>Square Foot</u>	<u>Per Month</u>	<u>Annual</u>
<u>2026</u>	<u>5,000</u>	\$3,050	\$36,600
<u>2027</u>	<u>5,000</u>	\$3,100	\$37,200

Permitted Use:

1.11. Permitted Use: TENANT is permitted to rent the main hall of Milwaukee County's Wil-0-Way Underwood Recreation Center, 10602 Underwood Pkwy, Wauwatosa, Wisconsin 53226 on Monday through Friday from 8:00 a.m. to 4:30 p.m. On occasion the County may request usage of the Main Halls before 4:30 pm. with the consent of TENANT staff. And TENANT shall be accorded appropriate Office space as determined by the needs of the facility as determined by the OPD. Some of the Office space will be accorded with exclusive access to TENANT to allow for locking up materials and Office supplies and equipment. **HOLIDAYS:** Wil-0-Way Centers are closed on the following dates: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday following Thanksgiving; Christmas Eve; and Christmas Day. TENANT will not use the building on these dates. In the event of severe weather, Wil-0-Way will be closed only if the County Executive closes the Department of Parks, Recreation and Culture.

1.12. Premises: Space comprising approximately 5000 square feet of floor area in the Building as shown on the schematic attached hereto as Exhibit A.

1.13. Rent: The Monthly Base Rent set forth in Section 1.10 and any additional payments due under this lease, shall collectively be referred to as "Rent."

1.14. Tenant's Proportionate Share: The ratio of the ground floor area in the Premises to the total leasable ground floor area in the Building, subject to adjustment from time to time to reflect any changes in such floor areas.

1.15. Term: A period of year and or months commencing on the Commencement Date and ending at midnight on the Termination Date, unless adjusted or extended under this lease.

1.16. Termination Date: The last day of the June 2025.

2. DEMISE AND TERM:

2.1. Landlord leases the Premises described in Section 1.12 to Tenant and Tenant leases the Premises from Landlord subject to the provisions of this Lease; provided, however, the exterior walls and roof of the Premises and the area beneath the Premises are not demised hereunder, and the use thereof together with the right to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building are hereby reserved unto Landlord. No representation or warranty is made with respect to any other tenants, occupants, or businesses who may be in the Building.

3. RENT:

Tenant shall pay to Landlord, without demand, offset or delay, when due, Base Rent monthly in advance on or before the first day of each calendar month throughout the Lease Term. Tenant shall pay to Landlord at the address in Section 22.7 or another place designated by Landlord, without prior demand or notice, the Rent as defined in Section 1.13. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant.

3.1. Base Rent: The Monthly Base Rent specified in Section 1.10 shall be payable in advance on the first day of each month from and after the Rent Commencement Date until the expiration of the Term. The Monthly Base Rent for any partial month during the Term shall be prorated on a thirty (30) day basis.

3.2. Late Charge: Tenant acknowledges that late payment of Rent involves additional costs to Landlord for collection and bookkeeping. Accordingly, if Tenant fails to pay Rent due by this lease within five (5) calendar days after it is due, then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required

to be paid. The foregoing provisions for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all of the sums when herein stipulated. Neither the demand for, nor collection by, Landlord of a late charge shall be construed as a cure of Tenant's default in the payment of rent. Tenant further acknowledges that if any check given by Tenant for payment of any amount due shall not be honored by the bank on which it is drawn for any reason, then Landlord shall incur additional costs for collection and bookkeeping, and Tenant therefore agrees to pay Landlord upon demand the sum of \$100.00 for each occurrence in addition to all other charges and amounts due (including any applicable late charge).

4. USE:

The Premises shall be used only for the Permitted Use set forth in Section 1.11 and for no other purposes. Tenant shall not: (1) do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Building; (2) use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Building or otherwise violate any recorded covenant or restriction affecting the Building; (3) cause or maintain or permit any nuisance or any act or condition which disturbs the quiet enjoyment of any other tenant of the Building; (4) commit or permit the commission of any waste in, on or about the Building. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the Permitted Use of the Premises. Tenant shall at all times vigorously operate its business in a reputable and first-class manner so as to promote and not to injure the reputation of the Landlord.

5. COMPLIANCE WITH LAWS AND INSURANCE:

During the Term, Tenant shall, at its expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, relating to or affecting the condition, use or occupancy of the Premises. Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything in the Building which will in any way increase the cost of any insurance now or hereafter carried on the Building or that will invalidate any such insurance.

6. ENVIRONMENTAL REQUIREMENTS:

6.1. Environmental Laws. Tenant shall comply with all Environmental Laws. Tenant shall obtain all Permits, and make all applicable filings required of Tenant under the Environmental Laws required to operate at the Premises. The Permits and required filings shall be made available to Landlord at Landlord's request.

6.2. Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premises except for small quantities of Hazardous Substances as is necessary in the ordinary course of Tenant's business provided that Tenant shall handle, store, use and dispose of any Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of those substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of those substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance, then the reasonable costs of the testing shall be reimbursed by Tenant to Landlord upon demand as additional rent if the requirement applies to the Premises. Tenant shall, from time to time, at Landlord's request, execute any other affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises.

6.3. Indemnity. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including attorney fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Tenant, its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

7. COMMON AREAS:

Tenant and its employees, customers and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Building and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas. Landlord shall have the right to close any or all portions of the Common Areas to an extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Building and its Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas of the Building; to close portions of the Common Areas of the Building for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas and on the Building; to change the name of the Building; and to perform any other acts as Landlord in the exercise of its good business judgment shall determine to be necessary or appropriate for the Building.

8. PARKING:

Tenant and Tenant's employees, customers and invitees shall have the non-exclusive right to use the parking spaces located within the parking area, subject to any exclusive parking rights granted to any other owner or Tenant. Landlord reserves the right to regulate parking within the parking area, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and its employees to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of Tenant's employees' cars shall be furnished to Landlord upon Landlord's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.

9. IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE

9.1. Maintenance and repairs. Landlord shall maintain the Common Areas of the Building and the exterior walls, roof and foundation of the building of which the Premises are a part, in proper repair during the Term and the cost of the maintenance and repair shall be included in Operating Costs. However, if any of the repairs shall be occasioned by burglary or break-in, illegal entry, vandalism, or other intentional acts of any person other than Landlord, or the acts or negligence of Tenant, its agents, employees, customers or invitees, Tenant shall be responsible for the entire cost of those repairs. Further, Landlord retains the right to install, maintain, use, repair and replace those items of Landlord's responsibility which lead through the Premises so long as the actions of Landlord do not materially interfere with Tenant's use of the Premises. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Lease Term, pay for and make all other necessary repairs and replacements to the Premises, including, but not limited to, the doors, door checks, door hardware, windows, ceiling tile, store front, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Premises and the electrical and plumbing facilities in or servicing the Premises to the point of entry to a common line, 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 that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Premises by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall not defer any repairs or replacements to the Premises because of the anticipation of the expiration of the Term. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Lease Term, which obligation shall survive the expiration or early termination of this Lease. Despite any other provision in this Lease, Landlord shall not in any way be liable to Tenant for failure to make repairs unless Tenant has previously notified Landlord of the need for those repairs and Landlord has failed to begin and complete those repairs within a reasonable time period following receipt of Tenant's written notification. TENANT will be responsible for replacing equipment damaged due to negligence or inappropriate usage.

9.2. Milwaukee County will provide daily custodial services for general cleaning and a contact for services for general maintenance concerns. TENANT is responsible for cleaning tabletops, the kitchen and to put away and secure all their supplies used for their programs on a daily basis. TENANT staff is responsible to sweep and/or spot mop the floors as spills occur throughout the day. Major floor stripping and waxing will be scheduled at least twice annually. This work will be scheduled well in advance so as not to cause major disruption to programming. TENANT agrees to cooperate with scheduling this work. The Premises will be air conditioned and heated, provided for by OPD, and OPD and/or the COUNTY will agree to provide shoveling services in the winter of the walkways and parking lots. If any renovations are preformed throughout the Term of the agreement OPD and COUNTY agree to ensure that sufficient space is functional for TENANT to perform standard daily programming with minimal interruption.

9.3. Alterations. Tenant shall not make any Alterations in, on or to the Premises without delivering to Landlord the plans and specifications therefore and obtaining Landlord's prior written consent, which shall not be unreasonable withheld or delayed. Landlord's consent to any Alterations may be granted contingent upon Tenant agreeing to reasonable conditions relating thereto as Landlord may impose. Any Alterations shall be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with Laws relating thereto and free from any claim or claims for construction liens. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of the work. If other tenants are present in the building, Tenant shall perform any Alterations in a manner so as to cause the least possible interference with and disturbance to those tenants.

9.4. Garbage and recycling services. Tenant shall keep the Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Premises or the Building. Landlord may designate areas within the Building for placement of dumpsters for Tenant's waste disposal, and Tenant shall, at Tenant's sole cost and expense, cause the commercial removal of all garbage and refuse. Landlord may, at its option, arrange for the commercial or municipal removal of all garbage and refuse of the Building, in which event Tenant shall use those dumpsters and areas as Landlord shall designate for those purposes, and the costs and expenses attributable thereto shall be includable by Landlord in Operating Costs. Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash into the categories as provided by law.

9.5. Janitorial services: Landlord shall, provide such ordinary janitor service for the leased area. Refer to Passage 9.2

9.6. UTILITIES:

9.7. Landlord shall provide heat, potable water, sanitary sewer, storm water, electric, chilled water and natural gas for the demise premises in the opinion of the Landlord to be necessary. Landlord shall not be liable for any services failure or associated costs.

9.8. TELEPHONES: TENANT agrees, at their expense, to install and maintain telephone service for their program areas. Installation location is subject to the approval of the OPD.

9.9. STORAGE: TENANT will be allowed to maintain equipment and supplies with the approval of the OPD.

9.10. CLERICAL SERVICES: No secretarial or receptionist services, office supplies, or office equipment will be provided by the COUNTY in this agreement.

10. LIENS:

Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of Landlord or Tenant therein. If any lien is filed or recorded, Tenant shall immediately cause that lien to be discharged of record.

11. RIGHT OF ENTRY:

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, to show the Premises, and to improve or repair the Premises and any portion of the Building, 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 therefor 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. In case of emergency (the existence of which shall be determined by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant's obligations under this Lease.

ACCESS: COUNTY staff shall have access to the rental areas at any time. Program and custodial staff must have access to the areas to retrieve supplies or access other rooms as needed with mutual agreement, The OPD and contracted staff may continue to schedule daytime groups in the main hall on a limited basis at which time TENANT will share the main hall or use the art room. Schedules agreeable to both will be posted to allow maximal use of facilities. It is understood that any such scheduling must be mutually agreeable, and that TENANT's clients will be invited to participate in any such events that are appropriate. The OPD will actively seek to integrate TENANT participants in any appropriate recreational or volunteer

programs. In the event that rain comes unexpectedly, TENANT will be permitted to use the art room in place of the main hall, if not available, so that day camp programs can move inside. The day campers will not be scheduled to use the main hall except on rainy days. TENANT may use the wading pool with proper supervision. The picnic areas and garden space may also be used with the understanding that they are not to displace the day campers. TENANT will be permitted to use the kitchen facilities. They must, however, provide all expendable supplies including food, drinks, paper goods, plastic ware, table coverings and dish towels. For the fee of \$150.00 per year, TENANT will be allowed to use existing recreational equipment at the center. This fee covers normal wear and tear and is payable at the time of contract signing at the above address.

12. INSURANCE:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Aggregate Contractual, Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

COUNTY shall be named as additional insured, as its interests may appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverage's shall be submitted for review and approval by COUNTY for the duration of this agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this agreement.

1. COUNTY SHALL RECEIVE, SIX WEEKS PRIOR TO THE CONTRACTED EVENT, CERTIFICATES OF INSURANCE BEFORE TENANT BEGINS ITS RESPONSIBILITIES OUTLINED HEREIN.
2. E. County shall be named as additional insured, as its interest may appear as it relates to this contract.
3. F. TENANT and their insurer's waive their rights of subrogation against Milwaukee County as it relates to actions arising out of this contract. G. A cross liability endorsement will be added to the certificate of insurance when it specifies Comprehensive General Liability Insurance.
4. H. Coverage shall be with an insurance company rated "A" per Best's Key Rating guide.
 - I. Coverage shall be placed with an insurance company approved by the State of Wisconsin.

J. All such proof of insurance required herein shall state that thirty (30) days written notice will be given to the COUNTY, by service of such notice upon the COUNTY, before any insurance is materially changed, canceled, or limits are markedly reduced.

K. Additional information as to policy form, retroactive date discovery provisions, and applicability retentions shall be submitted to the COUNTY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the COUNTY for approval prior to the commencement of activities under this agreement.

12. OTHER CONDITIONS:

13. INDEMNITY; WAIVER OF SUBROGATION; NON-LIABILITY

13.1. Indemnity: Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims, actions, damages, expense or liability arising from: (a) any loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent that it results from the negligence or intentional misconduct of the Landlord); (b) Tenant's occupancy of the Premises; (c) any breach or default by Tenant in the performance of any term of the Lease on Tenant's part to be performed; (d) any breach or default in the performance of Tenant's obligations under this lease; and (e) any misrepresentation or breach of warranty by Tenant under this lease. For the purpose of this Section, the Premises shall include the service areas adjoining the same and any loading area allocated to the use of Tenant. If Landlord shall be made a party to any litigation arising out of any of these occurrences, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with resulting litigation. Tenant's obligations under this Section shall survive the termination of this Lease.

13.2. Waiver of Subrogation. Each party hereby expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including any losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by insurance. Each party waives any right of subrogation which might otherwise

exist in or accrue to the party on account thereof, provided that this release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate the insurance coverage under applicable state law (or increase the cost of it, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss. Each party to this Lease shall promptly give to its insurance company written notice of the mutual waivers contained in this section.

13.3. Non-Liability of Landlord. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property or any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (a) the Building or Premises, or any of its parts, or any of its equipment becoming out of repair; (b) flooding of basements or other areas; (c) damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; (d) any act or neglect of Landlord or of other tenants or occupants or employees in the Building; and/or (e) any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Building or Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for any damage to, or theft, misappropriation, or loss of, the property.

14. CASUALTY:

If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and Landlord may proceed to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage. If the Premises or any part of it shall be rendered un-tenantable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are un-tenantable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Despite the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that Landlord,

in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

15. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or any interest therein or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sub Tenant or occupant, any rent and other charges herein required, but the collection by Landlord shall not be deemed an acceptance of the assignee, sub Tenant or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of Rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including reasonable attorney fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

16. DEFAULT:

The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant: (a) the failure by Tenant to pay the rent or any charge due under this Lease within five (5) days after it is due, or (b) the failure by Tenant to perform any of the other covenants or conditions of the Lease on the part of Tenant, and that default shall continue for ten (10) days after written notice of it has been given to Tenant, or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant, or (d) if Tenant abandons or vacates the Premises, for a period of thirty (30) or more consecutive days, or permits the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) if Tenant shall be in default under any other lease between Landlord (or any affiliate of Landlord, the partners or members of Landlord or an affiliate of any of the foregoing) and Tenant (or any affiliate of Tenant). In the event of such default, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue under the Lease. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and

other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to the costs, expenses and attorney fees incurred by Landlord in: enforcing the Lease's terms and provisions, re-entering and recovering possession of the Premises, and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may release the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. If there is a default under this Lease, Landlord may, in addition to or in lieu of terminating this Lease pursue any other remedy or combination or remedies and recover other damages for breach of tenancy and/or contract as available at law or otherwise. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing the default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 22 from the date of the advance to the date of repayment by Tenant to Landlord. A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver of that so long as the breach or default continues unremedied. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant, nor any interest herein or therein shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may be specifically provided for pursuant to the Federal Bankruptcy Code, as the same may be amended from time to time. No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

17. INTEREST:

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to eighteen percent (18%) per annum (but in no event shall the rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of the interest shall not excuse or cure any default by Tenant under this Lease.

18. SURRENDER:

Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good, broom clean condition, and repair consistent with Tenant's duty to make repairs as provided herein, except for ordinary wear and tear. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all of them and repair the damage caused by their removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by their removal. Tenant's property not so removed may, at Landlord's option, be deemed abandoned and the property of Landlord. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on the delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

19. HOLDOVER:

If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a month to month tenancy, subject to all the terms of this Lease applicable to a month to month tenancy, terminable by either party upon thirty (30) days written notice, except that the Base Rent then in effect shall be increased by twenty-five percent (25%).

20. TRANSFER BY LANDLORD:

In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions contained in this lease, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. In the event of the sale or other transfer of Landlord's interest in the Building, Tenant shall attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

21. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, Tenant, 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, Tenant, 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, Tenant, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances

22. MISCELLANEOUS PROVISIONS:

- 22.1. Addenda:** The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.
- 22.2. Authority:** If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of that corporation, limited liability company or other entity, as the case may be, and that this Lease binds that corporation in accordance with its terms without the joinder or approval of any other person.
- 22.3. Binding Effect:** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than those successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.
- 22.4. Execution:** The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by breach of any representations, or by promises not expressly stated in this Lease. This Lease can be modified or altered only

by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

22.5. Force Majeure: If Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder because 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 that act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of that delay.

22.6. Interpretation: The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. 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. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or paragraphs of this Lease nor in any way affect this Lease. Nothing contained in this Lease shall be taken or construed to create any agency, partnership or joint venture between Landlord and Tenant or to authorize Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of Landlord to the Premises or Building.

22.7. Notices: All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when (i) delivered in person, or (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) deposited with Federal Express or other nationally recognized overnight delivery service, or (iv) sent by facsimile. Notices and demands to Tenant shall be sent to it at the address and facsimile number set forth in this Section or to another place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be sent to it at the address and facsimile number set forth in this section hereof, or to another firm or to another place as Landlord may from time to time designate in a written notice to Tenant.

Landlord's Address: (For Notices)

Milwaukee County
Attn: Lease Manager
Alvin Burris Jr
633 W Wisconsin Ave
Suite 903
Milwaukee, WI 53203

414-897-3703
E-mail: alvin.burris@milwaukeecountywi.gov

Tenant’s Address: (For notices)

Goodwill Industries of Southeastern Wisconsin and Metropolitan
Chicago, Inc.
Clayton Kalweit
6055 N 91st Street
Milwaukee, WI 53225
414-847-4135

Notice shall be deemed received (i) three (3) business days after mailing as above, (ii) the next business day if sent by overnight delivery service as above, (iii) on the day of receipt if sent by facsimile before 4:00 p.m. on a business day, otherwise on the next business day, and (iv) at the time of personal delivery.

EXECUTED as of the date first written above.

Lessor

Lessor: Milwaukee County Office of Persons with Disabilities

Tenant:

Thomas Gossett Date
Goodwill Director Day and Community

Michael Bonk, Director Date
Services

IN WITNESS WHEREOF, the undersigned authorized parties have caused this Agreement to be executed as of the date first written above.

Reviewed by County’s Risk Manager:

By Risk Manager Date

**Approved for Execution by
Corporation Counsel**

By Corporation Counsel Date

Comptroller-Approval:

By Comptroller Date

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

By Corporation Counsel Date

County Executive Approval:

David Crowley, County Executive Date