

LEASE AGREEMENT BETWEEN  
MILWAUKEE COUNTY OFFICE OF PERSONS WITH DISABILITIES  
AND  
GOODWILL INDUSTRIES SERVICES OF SOUTHEAST WISCONSIN, INC.

This Lease Agreement ("Lease") is made and entered into effective \_\_\_\_\_, by and between the MILWAUKEE COUNTY Office of Persons With Disabilities (the "County", "Landlord", or "OPD") and the Goodwill Industries of Southeast Wisconsin, INC. ("Tenant"), 5400 S. 60<sup>th</sup> Street, Greendale, Wisconsin, 53129, as represented by: Jane Kirchhoff (262) 832-3202 or Jeanine Fohl, (414)847-4829. Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WHEREAS, the Tenant is an Organization, which exists to provide individuals who have disabilities the experiences necessary to develop independence and increase self-esteem; and

WHEREAS, the Tenant wishes to lease the main hall of the Wil-O-Way Underwood Recreation Center; and

WHEREAS, recognizing that leasing the Wil-O-Way Underwood Recreation Center is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. **BUILDING AND PREMISES:** Tenant shall lease the main hall of the W Wil-O-Way Underwood Recreation Center located at 10602 Underwood Pkwy, Wauwatosa, Wisconsin 53226 (the "building") on Monday through Friday from 8:00 a.m. to 4:30 p.m. ("Normal Operating Hours"); exclusive office space for Tenant to lock up its materials, supplies and equipment; and use of the common areas and public restrooms at the upper and lower level of the building (collectively, the "Premises"). On Occasion, the County may be granted usage of the Main Hall before 4:40 p.m. on Monday through Friday, upon the prior consent of the Tenant's onsite staff.

Facility Guidelines: Tenant shall abide by the Wil-O-Way Facility Guidelines which are provided by the Landlord and posted on the Milwaukee County Office of Persons with Disabilities website ([http://county.milwaukee.gov/ImageLibrary/User/tochnikowski/RENTAL\\_GUIDELINES.pdf](http://county.milwaukee.gov/ImageLibrary/User/tochnikowski/RENTAL_GUIDELINES.pdf)) and hereby attached to this lease in Exhibit "A". Tenant shall adhere to the most recent version of these guidelines as they are updated periodically.

2. **TERM, COMMENCEMENT AND OPTIONS.** The term of this is Agreement shall commence on January 1, 2018 ("Commencement Date") and expire on December 31, 2018 ("Termination Date"), unless sooner terminated or extended as set forth herein ("Term"). Tenant shall have two (2) separate and distinct options to extend the Term (collectively, "Options"), each for an additional period of one (1) year upon all terms and conditions of this Agreement. The Options may be exercised only by Tenant giving Landlord written notice thereof no later than November 1<sup>st</sup> of each year.
3. **RENT: The Monthly Rent:**
  - 2018, \$2,750 per month
  - 2019, \$2,800 per month
  - 2020, \$2,800 per month
  - Option Period 1 (2021) - \$2,850
  - Option Period 2 (2022) - \$2,900

Checks shall be made payable to **Milwaukee County Treasurer** and mailed or delivered to:  
Office of Persons with Disabilities  
901 North 9<sup>th</sup> Street  
Room 307 B  
Milwaukee, Wisconsin 53233

- a. UTILITIES: 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 additional services.
4. PERMITTED USE: Consistent with County ordinances and other applicable laws, Tenant shall have the use of the Premises for its continuing business and administrative activities as specified to provide individuals who have disabilities the experiences necessary to develop independence and increase self-esteem.
- a. SIGNAGE: Tenant may display appropriate signage relating to the use of and/or public access to the Premises with Landlord's prior written consent, which may not be unreasonably withheld (the "Signage"). Tenant hereby covenants and agrees that Tenant shall, at its own cost and expense: (i) be responsible for ensuring that the Signage is in compliance with all applicable codes, ordinances, statutes, rules and regulations, including any action or rule of any landmark commission having jurisdiction; (ii) obtain and comply with all consents, approvals and permits necessary from all governmental and quasi-governmental authorities and landmark commissions having jurisdiction over the Signage; (iii) insure the Signage as part of its property and shall also carry liability and property damage insurance with respect to the Signage; (iv) ensure that the Signage retains an attractive appearance at all times; and (v) pay all costs associated with creating, designing, manufacturing, installing, cleaning, maintaining, repairing and replacing (if necessary) the Signage.
  - b. PUBLIC ACCESS AND USE OF THE PREMISES: The Parties recognize that during the Term of this Agreement the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public during regular hours the Wil-O-Way Grant Recreation Center remains open.
  - c. 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 County upon County's request. Tenant shall not permit vehicles to be abandoned or stored in the parking areas.
  - d. 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 Wil-O-Way Grant Recreation Center 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 Wil-O-Way Grant Recreation Center and its Common Areas; to create additional rentable areas through use and/or enclosure of Common Areas of the Wil-O-Way Grant Recreation Center; to close portions of the Common Areas of the Wil-O-Way Grant Recreation Center for security reasons, to perform maintenance, repairs, replacement and alterations; to place signs in the Common Areas and on the Wil-O-Way Grant Recreation Center; to change the name of the Wil-O-Way Grant Recreation Center; 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 Wil-O-Way Grant Recreation Center.

- e. TELEPHONES and INTERNET: TENANT agrees, at their expense, to install and maintain telephone and internet services for their program areas. Installation location is subject to the approval of the OPD.
- f. STORAGE: TENANT will be allowed to maintain equipment and supplies with the approval of the OPD.
- g. CLERICAL SERVICES: No secretarial or receptionist services, office supplies, or office equipment will be provided by the COUNTY in this agreement.
- h. ACCESS: COUNTY staff have access to the Building and Premises 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 of the parties, the OPD may schedule third party daytime groups in the main hall on a limited basis during Normal Operating Hours, during which time(s) TENANT will share the main hall with the third-party group, or Tenant may use the art room exclusively 8am-4:30pm. 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 the 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.

Example: Easter Seals Summer Camp: Easter Seals of Southeastern Wisconsin is a third party contracted group that provides recreational activities for individuals with disabilities (day campers) and shares common spaces as per their perspective agreements with the landlords. During the summer, they administer a Youth Summer Day Camp for a period of 6 weeks. Tenant and OPD must mutually agree to Easter Seals Summer Camp schedule.

In the event that rain comes unexpectedly, TENANT will be permitted to use the art room in place of the main hall so that day camp programs can move inside. The day campers will not be permitted to use the main hall except on rainy days.

- i. 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 day campers.
- j. TENANT will be permitted to use the kitchen facilities. They must provide all expendable supplies including food, drinks, paper goods, plastic ware, table coverings and dish towels.

5. OTHER CONDITIONS:

- a. TENANT will be responsible for replacing any OPD equipment damaged by Tenant's negligence or inappropriate usage.
- b. Except as otherwise specifically indicated in this Section 5, Landlord will provide custodial services, maintenance and repairs to the Building and Premises. TENANT is responsible for cleaning table tops, the kitchen and to put away and secure all their supplies used for their programs on a daily basis. TENANT staff is responsible for sweeping and/or spot mopping the floors as spills occur throughout the day.
- c. Major floor stripping and waxing will be scheduled at least twice annually outside of Normal Operating Hours. This work will be scheduled well in advance so as not to cause major disruption to Tenant's operations.
- d. Landlord shall provide air conditioning, heat, snow removal and landscaping to the Building and Premises.
- e. If renovations are performed throughout the term of the agreement, Landlord shall ensure that sufficient space is provided for the TENANT to perform standard daily programming with minimal interruption.
- f. Landlord will allow the TENANT to park a van in the parking lot overnight as necessary.

6. MAINTENANCE AND REPAIRS:

- a. County's Obligations for Major Repairs: County shall maintain in good order and provide for all major repairs to all structural components of the Premises, including the roof and roof systems (gutters and downspouts), foundation, exterior walls, interior structural walls, and all utility systems, including plumbing, HVAC, and electrical, except for such components which have been provided and installed by Tenant or as further provided for in [Section X] above. County shall also maintain and repair all parking areas, public sidewalks, and all utility systems, which serve the Premises as a whole, but are not part of the Premises.

7. PARKS LOGO: Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.

8. PERMITS, LICENSES, AND OTHER COSTS: Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.

9. BOND COMPLIANCE:

- a. Tenant agrees that they have not and will not use or permit the use of the Premises in a manner that would result in Private Business Use of the Premises to the extent necessary to maintain the tax-exempt status of the interest on outstanding bonds issued or to be issued by County to finance improvements to the Premises (the "Bonds"). "Private Business Use" means direct or indirect use in a trade or business carried on by any person other than a state or local government unit (as defined in Section 1.103-1 of the Treasury Regulations). In the event that any of the Bonds are issued as "qualified 501(c)(3) bonds" under Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), an organization described in Section 501(c)(3) of the Code is treated (with respect to those Bonds) as a state or local government unit with respect to its activities which are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code), determined under Section 513(a) of the Code. Without limiting the foregoing, Tenant agrees that they will not sub-

lease or otherwise permit others to use any portion of the Premises unless the County receives a written opinion from County's Bond Counsel to the effect that the proposed sub-lease or other use will not adversely affect the validity of the Bonds or result in the interest paid or payable on any Bond becoming includable for federal income tax purposes in the gross income of any owner of the Bonds. This provision shall survive termination of this Agreement and remain enforce as long as the County has Bonds outstanding.

- b. Office of the Comptroller: The County and the Tenant shall comply with all rules and regulations relating to Bonds as long as there is outstanding debt on the facility. The Office of the Comptroller is responsible for determining, in consultation with the County's Bond Counsel, that the use of the facility is in compliance with tax-exempt bond rules, regulations and Section 9a.

10. The Tenant, OPD and Parks Department are each responsible for notifying the Office of the Comptroller of changes in the use of the facility by Tenant or any other entity as long as the Bonds are outstanding.

11. COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND DBE GOALS:

- a. Generally: 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.
- b. 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. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.
- c. 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.
- d. Affirmative Action Plan: Tenant certifies that if it has fifty (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 Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9<sup>th</sup> Floor, Milwaukee, WI, 53203.
- e. 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.

- f. 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.
  - g. 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.
12. **ASSIGNMENT / SUBLETTING.** Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the OPD Director. Tenant agrees that it will not sub-lease or otherwise permit others to use any portion of the Property unless a written opinion from the County's Bond Counsel to the effect that the proposed sub-lease or other use will not adversely affect the validity of the Bonds or result in the interest paid or payable on any Bond becoming includable for federal income tax purposes in the gross income of any owner of the Bonds. This provision shall survive termination of this Agreement and remain enforce as long as the County has Bonds outstanding. If this Agreement is terminated, Tenant agrees to provide the Comptroller on behalf of the County with a certificate and any other information the County deems necessary to evidence its compliance with the County's Bond covenants at the County's request until the last Bond matures. For purposes of this Section 9.5 only, the term Property includes the Property described on **Exhibit A** as well as any other facilities owned by the County and leased or operated by the Tenant.
13. **COMPLIANCE WITH LAWS – ADA:** 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) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.
14. **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.
- To the fullest extent permitted by law, Landlord shall indemnify Tenant 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 Landlord, its agents, or employees. Landlord 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.
15. **ENVIRONMENTAL INDEMNIFICATION:** Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages

(including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation.

16. **INSURANCE:** Before the Commencement Date, Tenant shall furnish an original or electronic copy of Certificate(s) of Insurance to the Landlord's Director of Risk Management, which shall be completed by a broker or agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or electronic copy of the form(s) must have the agent's signature, including the signer's company affiliation, title and phone number, and be sent directly from the agent to Landlord. Landlord shall have no duty to perform under this Lease until such certificate shall have been delivered to Landlord, and no officer or employee other than the Landlord's Director of Risk Management shall have authority to waive this requirement. The liability limits required can be satisfied through a combination of primary and umbrella policies.

Landlord reserves the right to review the insurance requirements of this section during the Term, but in no instance will Landlord allow modification whereupon Landlord may incur increased risk.

Tenant shall obtain and maintain in full force and effect for the duration of this Lease and any extension thereof, at Tenant's sole expense, insurance coverage written on occurrence basis, by companies authorized and admitted to do business in and to be served notice in the State of Wisconsin and rated A or better by A.M. Best Company and/or otherwise acceptable to Lessor in the following types:

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Commercial General Liability including Bodily Injury & Property Damage, Contractual Products & Completed Operations & Fire Legal	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$1,000,000 on Fire Legal (no sub limits)
Workers' Compensation	Statutory (Waiver of Subrogation required)
Employers' Liability	\$100,000/\$500,000/\$100,000
Comprehensive Automobile Liability Bodily Injury & Property Damage	\$1,000,000 per Accident
((Liquor Liability	\$1,000,000 Per Occurrence))

Tenant agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- (1) Name the Landlord and its officers, employees, agents and elected representatives as additional insureds as respects operations and activities of, or on behalf of the named insured performed under contract with Landlord, on Commercial General Liability and Automobile Liability;
- (2) Tenant's insurance shall be deemed primary with respect to any collectible insurance or self-insurance carried by Landlord for liability arising out of Tenant's operations under the contract with Landlord;
- (3) State that the Tenant's insurance is primary without right of contribution from any insurance maintained by Landlord arising out of operations of Tenant.
- (4) Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Landlord.

Tenant shall notify Landlord in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days' notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to Landlord at the following address:

Milwaukee County Risk Management  
901 N. 9<sup>th</sup> Street, Room 302  
Milwaukee, WI 53233

It is expressly understood and agreed that all operations of Tenant under this Lease between Landlord and Tenant shall be covered by such policies of insurance or self-insurance as approved by Landlord's Director of Risk Management and that all personal



property placed in the Premises shall be at the sole risk of Tenant. The procuring of policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease.

17. SECURITY: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Tenant shall be solely responsible for and assume all risks related to Tenant's use of security personnel.
18. INSPECTION BY COUNTY: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.
19. INTEREST AND PENALTIES:
  - a. Interest: Unless waived by County Board of Supervisors, Tenant MAY be responsible for payment of interest on amounts not remitted in accordance with this Agreement. 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.
  - b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. 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.
  - c. Audit Results: If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Tenant shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.
  - d. Non-exclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the 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 the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.
20. RIGHT TO AUDIT: Tenant shall allow the County, the Milwaukee County Comptroller's Audit Services Division, or any other party the County may name, when and as they demand, to audit, examine, access and make copies of, excerpts or transcripts from any records, books, files, premises or other information related to the Premises. Tenant shall maintain and make available to the County the above described information for no less than three years after conclusion of the obligations and responsibilities of the

Tenant described herein and required by this Agreement. These requirements shall apply to any and all contractors and subcontractors to the Tenant under this Agreement.

21. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Director of OPD or his/her designee, and the County Comptroller, except that Tenant may assign this Agreement to a wholly owned subsidiary organization of Tenant, upon written notice to Landlord.
22. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.
23. TERMINATION: County may terminate this Agreement: (a) if Tenant fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default; (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Agreement.

This Agreement may be terminated at the discretion of the Director of OPD at any time when it is determined the public's best interests would be served. TENANT upon receipt of notice of termination of this Agreement shall promptly and no later than one hundred eighty (180) days thereafter remove all equipment from the premises. TENANT may terminate this agreement with a ninety (90) day notice in writing to OPD.

24. DEFAULTS & REMEDIES:

- a. Tenant's Defaults. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:
  - i. Tenant shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for sixty (60) days after notice thereof to Tenant; or
  - ii. Tenant's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.
- b. County's Remedies. If a Default occurs, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:

- i. County may terminate this Agreement by giving to Tenant notice of County's election to do so, in which event the Term of this Agreement shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
  - ii. County may enforce the provisions of this Agreement and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Agreement.
- c. County's Defaults. County agrees that the following shall be considered an event of default as said term is used herein:
  - i. County's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event County's failure to proceed diligently to cure such failure shall constitute an event of default.
- d. Tenant's Remedies. Upon the occurrence of any event of default by County, Tenant shall have any remedy available at law or equity.

25. HOLIDAYS: Milwaukee County offices and buildings 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 may not have access to the Premises on these dates.

In the event of severe weather, Wil-O-Way Grant Recreation Center will be closed only if the County Executive closes the Department of Parks, Recreation and Culture.

26. 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 County may proceed to repair or restore the Premises to the condition which County furnished to Tenant upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County 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 County, 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 County 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.

27. **TRANSFER BY LANDLORD:** In the event of a sale or conveyance by County of the Building, the same shall operate to release County 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 County 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 County's interest in and to this Lease. In the event of the sale or other transfer of County interest in the Building, Tenant shall attorn to the purchaser and recognize the purchaser as Landlord under this Lease.
28. **AUTHORITY:** If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.
29. **NOTICES:** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:  
 Goodwill Industries of Southeastern  
 Wisconsin, INC.  
 Jane Kirchhoff  
 5400 S. 60<sup>th</sup> Street  
 Milwaukee, Wisconsin 53129  
 414-353-6400

To County:  
 Milwaukee County Economic  
 Development  
 Economic Development Director  
 633 W. Wisconsin Ave.  
 Suite 903  
 Milwaukee, WI 53203

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

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

TENANT: Goodwill Industries of Southeastern  
 Wisconsin, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jane Kirchhoff

LANDLORD: Milwaukee County Office of Persons with  
 Disabilities

By: \_\_\_\_\_ Date: \_\_\_\_\_

Timothy J. Ochnikowski, Director

[Signature Page to Follow]

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

***Approved with regards to County Ordinance Chapter 42:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Norris  
Community Business Development Partners

***Reviewed by:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Schwegel  
Risk Management

***Approved for execution:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

***Approved as to Wis. Stats. 59.42:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

***Approved: As to adequacy of funds (with submitted Form 1684 R4)***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Manske  
Comptroller

***Approved:***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Abele  
County Executive

## Exhibit A

# WIL-O-WAY FACILITY GUIDELINES

1. **ENTRANCE / ADMISSION:** *Charging admission at the facility for your event is not allowed.*

2. **CLOSING TIME:** The facility closes at 12am (Midnight).

Renters must end their event, have the hall cleaned and everyone out of the building by 12am (Midnight).

3. **OVERCROWDING:** Renters must maintain a safe number of people in the building at all times. The manager will require your assistance in complying with the maximum hall capacity, and if necessary will enforce the maximum capacity through law enforcement.

Maximum Capacity: 180

4. **SET UP / DECORATING:**

Setting up tables & chairs is renters' responsibility.

Decorating/set-up & clean-up time must be within your rental time & will be charged at the rental rate.

Affixing ANYTHING to the walls, windows, ceilings, beams, fireplace, etc., IS NOT ALLOWED!

Balloons MUST BE secured with balloon weights.

Confetti of any kind (paper, MYLAR, rice, bird seed, etc.) IS NOT ALLOWED!

Exits/Entrances MUST NOT BE BLOCKED with furnishings, decorations, stages, boxes, etc.

All decorations & supplies brought in must be removed at the end of the rental.

5. **CLEAN UP:**

Wipe down all tables and chairs used.

Put away all tables and chairs that were brought out of storage and/or as directed by the manager.

Kitchen: wipe down stove, oven, microwave, refrigerator and counters if used.

Bathrooms: make sure diapers, toilet paper, etc. is put in the trash (taken to the dumpster) & not left on the floor.

Sweep floor in main hall and kitchen where there is debris.

Spot mop spills (with water only) in main hall and kitchen (NO PINESOL or similar chemicals).

Remove all decorations & supplies utilized, including tape & balloons.

Remove all garbage generated (*bring enough extra-large garbage bags*) & place in the parking lot dumpster.

6. **BANDS/DJ's: MUSIC MUST STOP no later than by;**

Wil-O-Way Grant – 11:00pm Wil-O-Way Underwood – 11:30pm

7. **TEEN PARTIES** (*events where most guests are under 21*): Appropriate level of adult supervision is required. The Sheriff's Department is notified of all teen parties taking place in the parks. Curfew laws must be followed. *Advertising / sharing your event on social media is not allowed.*

8. **FIRE ALARMS:** Renters are responsible if fire alarms are activated without cause. Response fee (\$150) will be charged to the renter.

9. **ALCOHOL:** Only beer, wine & champagne are allowed!

10. **CONCEALED WEAPONS, SMOKING, and FOG / MIST MACHINES: ARE NOT ALLOWED!** – No Smoking within 30 feet of the building entrances. Cigarette butts, etc. MUST be disposed of in the proper receptacles.

11. **DOORS/WINDOWS:** The facility is heated & air conditioned for the renters comfort. As such, doors and/or windows ARE NOT to be opened AT ANY TIME for temperature control.

12. **OUTSIDE GROUNDS:** If the outdoor area is used, renters are responsible to pick up all trash, empty the trash cans, put in parking lot dumpster and return picnic tables to original location. Renters must put hot charcoal into the designated containers. Fireworks (or anything similar), Floating Lanterns as well as Outside Fires ARE NOT ALLOWED (per Milwaukee County Parks Policy). Smokers please see guideline #10 above.

*Renters who don't follow these guidelines, may have their security deposit accessed and may be barred from future rentals. The Rental Manager and/or law enforcement reserve the right to shut-down any rental for failure to comply with the guidelines, unsafe conditions, or for any other reason they deem appropriate. Should a rental event get shut-down, the rental party WILL NOT receive a refund for unused hours. Milwaukee County, Wil-O-Way, Staff, Managers, etc. are not responsible for items left at the facility. Thank You. Revised: May 9, 2017*