

## OFFICE LEASE

THIS LEASE AGREEMENT is made between Lincoln County – Attn: Administrative Coordinator, 801 N. Sales Street – Ste 205, Merrill, WI 54452 (Landlord) and Wisconsin Counties Forest Association, (3243 Golf Course Rd, PO Box 70, Rhineland, WI 54501) (Tenant) as follows:

1. Leased Premises. The Landlord leases to the Tenant one (1) office (267 square feet) on the first floor of the Lincoln County Government Service Center office building at 801 N. Sales Street, Merrill, Wisconsin, known as the Leased Premises, specifically Room 158, together with the non-exclusive right of use of the common areas of the building and grounds.

2. USE OF PREMISES. Except as otherwise authorized in writing by Landlord, Tenant shall use the Leased Premises as space for the Wisconsin Counties Forest Association business. Tenant will conduct its business and control its employees, agents and invitees in such a manner as not to create any nuisance of unreasonably interfere with, annoy, or disturb any other tenant or occupant of the Premises.

3. Term of Lease. This Lease is for a term of one (1) year three (3) months, commencing October 1, 2020, and terminating December 31, 2021. Notwithstanding the foregoing:

- a. Landlord reserves the right to cancel this lease for any reason upon giving at least a thirty (30) day written notice.
- b. Tenant reserves the right to cancel this lease on 60 days written notice based on funding decreases or on 90 days written notice for any reason.

4. Security Deposit. The Tenant is not required to make a security deposit.

5. Rent and Fees. The Tenant shall pay the Landlord \$400.00 per month which shall be paid to Landlord in advance by the first day of each month. In addition, Tenant shall, within thirty (30) days of billing, pay to Landlord as follows:

- Phone – actual cost to landlord
- Extended Area Calling - actual usage at county carrier's rate
- Long Distance Calling - actual usage at county carrier's rate
- Internet - actual usage at county carrier's rate
- Printing/copy costs – actual usage at county's contract rate

6. Repairs, etc. The Landlord agrees that it will make all repairs to the leased premises and do any approved alteration and painting required during the term and will maintain the Leased Premises in a safe, clean, neat and sanitary condition.

7. Altering and/or Remodeling. Tenant shall not do any redecorating, alterations, improvements and/or remodeling to the Leased Premises without the written consent of the Landlord.

8. Fire or Casualty. In the event the Leased Premises are wholly or partially destroyed by fire or other casualty covered by the usual form of fire and extended coverage insurance rendering them untenable, the Landlord shall rebuild, repair or restore the Leased Premises to substantially the same condition as when the same were furnished to the Tenant, and the Lease shall remain in effect during such period. In the event of total destruction, rent shall abate during the period of reconstruction, and in the event of partial destruction, such rent and payments shall abate pro rata during the period of reconstruction. In the event, however, that the building containing the Leased Premises is damaged or destroyed to the extent of more than one-third of its replacement cost, the Landlord may elect to terminate the Lease.

The Tenant agrees to be responsible for its own property and that any fire or casualty insurance policy carried by the Tenant insuring its property located in or upon the Leased Premises shall contain a provision whereby the insurance carrier waives any right of subrogation against the Landlord.

The Tenant agrees to comply with all rules and regulations of the Board of Fire Underwriters and the rules and regulations of the City, County and State.

9. Use of Premises. The premises described above are leased to the Tenant for the sole purpose of operating its county forest association programs and the Tenant agrees that it will use the premises in such manner as to not interfere with or infringe on the rights of other tenants in the building. Tenant shall not permit the use of Leased Premises by anyone other than the Tenant without prior written approval of the Landlord. The Tenant agrees to comply with all applicable laws, ordinances and regulations in connection with its use of the Leased Premises.

At the expiration of this Lease or any renewal thereof, Tenant will return the Premises to the Landlord in as good condition as they were at the time the Lease went into possession, ordinary wear excepted.

10. Utilities. The Landlord shall provide adequate utilities to assure the comfort of the Tenant in its use of the Leased Premises.

11. Cleaning and Maintenance Services. The Landlord shall provide cleaning services of the type customarily furnished to business offices. Landlord agrees to be responsible for maintenance and prompt snow removal on all sidewalks, parking lots and driveways, and to be responsible for lawn care during the summer months. Any cost for repair or replacements to Premises due to misuse or negligence by an employee of Tenant shall be the responsibility of Tenant.

12. Rights of Parties. The Landlord warrants the Tenant shall have the right of peaceful possession of the Leased Premises during the term of this Lease and so long as the Tenant shall not be in default. Tenant agrees to comply with all applicable laws and regulations.

13. Assignments and Subleases. The Tenant may not assign this Lease nor sublet the premises without the prior written consent of the Landlord.

14. Injury and Loss. The Landlord shall not be responsible or liable for any loss, theft, damage to property or injury to or death of the Tenant or any person on or about the Leased Premises, and the Tenant agrees to indemnify, defend, and hold Landlord harmless therefrom. The Tenant agrees to carry insurance insuring Landlord and Tenant against injury to persons or loss of life arising out of the use and occupation of the premises in an amount not less than \$300,000.00 for any one person and \$500,000.00 for any one accident, and \$100,000.00 property damage insuring the Tenant, and shall furnish a certificate evidencing such insurance coverage to the Landlord upon request.

15. Entry of Landlord. The Landlord reserves the right to enter the Leased Premises at reasonable times for the inspection of the same and reserves the right, during the last three (3) months of the term of the Lease, to show the premises at reasonable times to prospective tenants.

16. Rules and Regulations. The Tenant agrees to abide by all rules and regulations of the building imposed by the Landlord from time to time for the cleanliness, good appearance, proper maintenance, good order, and reasonable use of the premises and the building, and as may be necessary for the proper enjoyment of the building by all tenants and their clients, customers and employees.

17. Signs. The Tenant shall not install any signs in or about the premises (inside or outside) without the prior written consent of the Landlord. The Landlord agrees to provide suitable (interior) directory signage to facilitate public identification of the Tenant.

18. Surrender. At the expiration of the Lease, the Tenant shall surrender the premises to the Landlord in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

19. Notices. Any notices or demands to be given hereunder shall be given to the Landlord at Lincoln County – Attn Maintenance Director, 801 N. Sales Street, Merrill, WI 54452 and to the Tenant at 3243 Golf Course Rd, PO Box 70, Rhinelander, WI 54501 and shall be in writing, by mail, by depositing the same in the post office or letter-box in a post-paid envelope, addressed to the Tenant by registered or certified mail. Such notices or demands shall be deemed to be given at the time when the same shall be thus mailed.

20. Default. In the event the Tenant fails to pay any rental due under this Lease or fails to keep and perform any of its other terms or conditions, then 10 days after written notice of default from the Landlord, the Landlord may if such default has not been corrected resort to any and all legal remedies or combination of remedies which the Landlord may desire to assert.

If the Landlord shall default in performing its obligation under this Lease, the Tenant shall give the Landlord written notice of the deficiency, and the Landlord shall have a reasonable time to correct the same, and if not corrected within a reasonable time and such breach is a material breach, the Tenant may terminate this Lease or take such other legal steps to which it may be entitled.

21. Captions. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

22. Binding Effect. This Office Lease when fully executed shall be binding upon the respective administrators and successors of the parties hereto. Each signatory hereto warrants that it has legal authority from its governing body to execute this Office Lease.

This Lease is executed by the parties on the dates indicated below.

LINCOLN COUNTY, WISCONSIN:

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

By: \_\_\_\_\_  
Jason Hake, Administrative  
Coordinator

WISCONSIN COUNTIES FOREST ASSOCIATION

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

By: \_\_\_\_\_  
Rebekah Luedtke  
Executive Director

Drafted by: N. L. Bergstrom, Lincoln County Corporation Counsel  
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Merrill, WI 54452  
715.539.1015

