



Commercial Lease

This lease is made between the **Omro Area Community Center**, herein called Lessor (Landlord), and _____, herein called Lessee (Tenant). Lessee hereby offers to lease from Lessor the premises situated in the **City of Omro, County of Winnebago, State of Wisconsin**, described as the _____ to be used _____ unless booked for additional at additional charge within the **Omro Area Community Center, 130 W Larrabee St. Omro, WI 54963** upon the following TERMS and CONDITIONS.

1. TERM AND RENT. Lessor demises the above premises for a term of ____ **Months**, commencing, _____, and terminating on _____ as provided herein at the annual rental of _____ payable by semester (_____) payable to the Lessor. All rental payments shall be made to Lessor, at the address specified above. This amount includes storage space during the months that classes are not held. Storage space is _____.
2. USE. Lessee shall use and occupy the premises for _____. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. CARE AND MAINTENANCE OF THE PREMISES. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his/her own expense and at all times, maintain **their portion of the premises** in good and safe condition, including plate glass, electrical wiring, plumbing, and heating installations, and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in a good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundation, and areas not leased to them, which shall be maintained by Lessor.
4. ALTERATIONS. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in to or about premises.
5. ORDINANCES AND STATUES. Lessee shall comply with all statues, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. UTILITIES. Electrical, and other utilities furnished to the premises are adequate and will be included in rent.
8. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises and usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the premises thereafter.
9. POSSESSION. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 60 days of the commencement of the term hereof.

10. INDEMNIFICATION OF LESSOR. The Lessee shall not be responsible for any claims for indemnity or defense by the Lessor or its agents under paragraph 10 of the Lease which are not the result of negligence or other wrongful acts of the Lessee or any of its sub lessees or their agents, employees, servants, invitees or licenses.
11. INSURANCE. Lessee, at his/her expense, shall maintain **private property/renters insurance if storing any materials on premises.** Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist. Lessor/Lessee to provide Certificate of Insurance of said commercial lease and be current for the term of this said commercial lease.
12. EMINENT DOMAIN. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
13. DESTRUCTION OF PREMISES. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within sixty (60) days, Lessor at his/her option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60), this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate the lease.
14. LESSOR'S REMEDIES ON DEFAULT. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default), the Lessor may terminate this lease on not less than 15 days' notice to Lessee. On the date specified in such notice of term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
15. ATTORNEY FEES. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
16. WAIVER. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

17. NOTICES. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.
18. HEIRS, ASSIGNS, SUCCESSORS. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
19. OPTION TO RENEW. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **12 months** commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent **may** increase to account for rising costs and inflation. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. The Lessor has the option to revise the lease annually and will give the Lessee thirty (30) and will give the Lessee thirty (30) days' notice of change in terms as stated in 1. TERM AND RENT.
20. SUBORDINATION. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
21. RADON GAS DISCLOSURE. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Omro. Additional information regarding radon and radon testing may be obtained from your county public health unit.
22. ENTIRE AGREEMENT. The forgoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made part of this lease before the parties' execution hereof:

Signed this day of: _____

By: _____ **(Signature of Lessee/Tenant)**

_____ **(Address of Lessee/Tenant)**

_____ **(Contact Number of Lessee/Tenant)**

By: _____

(Omro Area Community Center/Landlord/Executive Director/Lessor)