

LEASE
(Name here)

This Lease is by and between the City of Reedsburg, a Wisconsin municipal corporation, acting through its Municipal Airport (hereinafter "Landlord"), with its principal offices located at 134 South Locust Street, Reedsburg, Wisconsin 53959, and (Name), (hereinafter Tenant"), Address.

Recitals:

The parties recite and declare:

- A. Landlord is the owner of an airport known as the Reedsburg Municipal Airport, Reedsburg, Wisconsin (hereinafter "Airport") and operates said Airport through and by its Municipal Airport Commission (hereinafter "Commission")
- B. Landlord wishes to lease to Tenant a portion of the Airport premises together with such rights and privileges as are set forth in the agreement.

AGREEMENT

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- 1. **Use of Airport.** Tenant is granted the use, in common with others similarly authorized, of the Airport, together with all facilities, equipment, improvements and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions or additions, roadways, runways, aprons, taxiways, sewage and water facilities, floodlights landing lights, beacons, control tower, signals radio aids and all other conveniences for flying, landings and takeoffs. Tenant shall have the exclusive use of the property leased to it, including the right to construct improvements for the storage and maintenance of Tenant's airplanes and equipment but may not perform maintenance on any other aircraft or provide flight training.
- 2. **Ground Space.** Landlord grants Tenant the exclusive use of that portion of the Airport premises described as follows:

See Exhibit A for legal description and map of the subject leased premises.

Tenant may construct thereon a private aircraft hangar. (Also known as Lot.)
- 3. **Right of Ingress and Egress.** Tenant shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this agreement for Tenant, his employees, customers, guests and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Tenant, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

4. **Term.** Subject to earlier termination as provided below in this agreement, the initial term of this agreement shall be the period commencing on February 1, 2007 to January 31, 2027, subject, however, to the option granted by Landlord to Tenant to renew this agreement for an additional term of 20 years, under the same terms and conditions. Tenant shall notify Landlord, in writing, of Tenant's intention to exercise the renewal option not less than nine (9) months before the expiration of the initial term of this agreement.
5. **Rentals and Charges.** During the initial five (5) years of this Lease, Tenant shall pay rent in the amount of \$50.00 per year on or before October 1. The Tenant may pay one lump sum of \$250 for the first five (5) years. The Tenant shall only be allowed to prepay for up to five (5) years. Every five (5) years, Landlord shall have the right to adjust the annual rent to be paid by Tenant for the following five (5) year period. Said adjustment will occur at least ninety (90) days prior to the lapsing of a five (5) year payment period.
6. **Taxes and Assessments.** Tenant shall pay any and all taxes or special assessments that may be levied or assessed against the leased premises, including premises leased to Tenant exclusively and premises leased to Tenant for his use in common, if any, with others and Tenant's interest in the leased premises. Tenant also agrees to indemnify Landlord against loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.
7. **Maintenance and Utilities.** Tenant shall provide for and supply at his expense all janitorial service with respect to buildings and facilities used exclusively by Tenant, and shall pay for all heat, light, gas, electricity and water used by Tenant in connection with Tenant's buildings and facilities.
8. **Rules and Regulations.** Tenant agrees to observe and obey Minimum Standards in Chapter 22 of the City of Reedsburg Code of Ordinances, and said Minimum Standards are incorporated herein as though fully set forth. Tenant also agrees to observe and obey reasonable rules and regulations with respect to the use of the premises; provided, however, that such rules, and regulations shall be consistent with safety and rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operation at the Airport; and provided further, that any such rules and regulations shall not be inconsistent with the provisions of this agreement or the Minimum Standards or the procedures prescribed or approved from time to time by the Federal Aviation Administration, with respect to the operation of Tenant's aircraft at the airport.
9. **Insurance.** Tenant shall procure and maintain in force insurance covering the leased premises and Tenant's activities thereon in minimum amounts as set forth in Chapter 22, Minimum Standards of the Reedsburg Code of Ordinances

On an annual basis, Landlord shall be furnished with copies of all insurance policies obtained by Tenant in compliance with this requirement. Tenant agrees to notify Landlord, in writing, as to any amendment to or cancellation of the policies.

10. **Indemnification of Landlord.** Tenant agrees to indemnify Landlord against any and all liability for injuries to persons or damage to property caused by Tenant's

negligent use or occupancy of the leased premises; provided, however, Tenant shall not be liable for any injury, damage or loss occasioned by the negligence of Landlord or its agents or employees; and provided further that Landlord shall give to Tenant prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Tenant. Tenant shall have the right to compromise and defend the suit to the extent of his own interest.

11. **Termination by Tenant.** If Landlord fails to perform any act or acts or render any service required to be performed or rendered by Landlord under the terms of this agreement; and, if Landlord fails to remedy any such default in a manner reasonably satisfactory to Tenant within 30 days following receipt from Tenant of written notice to remedy the same, Tenant may elect to terminate this agreement by giving 15 days' written notice to Landlord. Tenant shall also have the right to terminate this agreement at any time for any reason.
12. **Termination by Landlord.** If Tenant fails to make any payment due under this agreement within thirty (30) days of the date on which the payment is due, Landlord, at its option, may terminate this agreement. Landlord shall also have the right to terminate this agreement in the event that Landlord determines, in its sole discretion, that the area leased by Tenant is necessary for public purposes.

If the leased property is sold by the City during the terms of this agreement or any extensions thereof, the City may terminate and cancel this lease by giving ninety (90) days written notice to Tenant and paying to Tenant an amount equal to the reasonable value of the hangar and all improvements located on the leased property. This value shall be determined by three referees, one to be chosen by the City, one by Tenant, and the third to be a person versed in property values to be chosen by both of the parties.

13. **Surrender of Possession.**
 - A. On the expiration or other termination of this agreement, Tenant's rights to use of the premises, facilities and services described in this agreement shall cease; and, Tenant shall vacate the premises without unreasonable delay.
 - B. Except as otherwise provided in this agreement, all buildings, hangars, structures, fixtures, improvements, equipment and other property bought, installed, erected or placed by Tenant in, on or about the Airport and premises leased, including, but not limited to, storage tanks, pipes, pumps, wires, poles, machinery and air conditioning equipment, shall be deemed to be personal property and shall remain the property of Tenant. Tenant shall have the right at any time during the term of this agreement, or any renewal or extension, to remove any or all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all personal property not removed by Tenant shall become a part of the land on which it is located and title to the property shall vest in Landlord.
14. **Inspection by Landlord.** Landlord may enter the premises leased exclusively to Tenant at any reasonable time for any purpose necessary or incidental to the

performance of its obligations under this agreement and its obligations as owner of the Airport premises.

15. **Assignment and Subletting.** Tenant shall not at any time assign or sublet his rights under this agreement or any part of them without the written consent of Landlord.
16. **Notices.** Notices provided for in this agreement shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing.
17. **Governing Law/Venue.** This agreement shall be governed by, construed and enforced in accordance with the laws of Wisconsin. Venue for any disputes shall be the Circuit Court for Sauk County.
18. **Severability.** Any covenant, condition or provision of this agreement that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this agreement; but, such deletion shall in no way affect any other covenant, condition or provision of this agreement so long as the deletion does not materially prejudice Landlord or Tenant in their respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.
19. **Effect of Agreement.** All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
20. **Attorney's Fees.** In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
21. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
22. **Modification of Agreement.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Reedsburg, Wisconsin, on the dates indicated below.

CITY OF REEDSBURG

