

Tenant background information:

1. Name of Tenant/Group: _____
2. Legal Status of Tenant/Group (corporation, partnership, individual, family): _____
3. Name of Contact Person: _____
4. Contact Address: _____
5. Contact Phone Number: _____
6. Requested Building(s): _____
7. Purpose of Use: _____
8. Proposed Term (dates/hours building(s) needed): _____
9. Size of Gathering: _____
10. Describe equipment/supplies needed from Landlord for gathering (such as, tables, chairs, and bathrooms) and include the number of equipment/supplies needed: _____

PIERCE COUNTY LEASE AGREEMENT – FAIRGROUNDS BUILDING(S)

This Lease Agreement is entered into by and between Pierce County, a Quasi-Municipal Corporation, (hereinafter “Landlord”) and _____, (hereinafter “Tenant”).

RECITALS

WHEREAS, Landlord is the proprietor and owner of certain land, buildings and fixtures situated thereon, commonly known as the Pierce County Fairgrounds, and hereby wishes to lease said premises to Tenant and Tenant hereby wishes to lease from Landlord said premises for the operation of a gathering/event.

IT IS HEREBY AGREED:

1. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the following described premises situated at 364 N. Maple Street, in the Village of Ellsworth, Pierce County, Wisconsin: Pierce County Fairgrounds Building _____, together with all personal property and fixtures owned by the Landlord and situated thereupon or affixed thereto (hereinafter “leased premises”). The term of this lease is _____ (hereinafter “lease term”).
2. Tenant acknowledges that Landlord prohibits and bans concealed weapons and firearms in all buildings, including, but not limited to, the leased premises. Tenant shall not carry concealed weapons or firearms in the leased premises, and furthermore, Tenant shall be solely responsible to enforce of Landlord’s prohibition against concealed weapons and firearms during the lease term regarding all guests, employees, invitees, agents, or other representatives. Tenant shall not disturb, remove or otherwise obstruct signage advising that concealed carry weapons and/or firearms are banned from the leased premises.
3. Tenant shall keep and use the leased premises for the purposes described hereafter and for no other or any unlawful purpose whatsoever. Moreover, Tenant, its employees, guests and invitees shall conduct themselves in full compliance with all state, county and local statutes, rules, regulations and ordinances. **Tenant further understands and agrees that no fermented malt or alcoholic beverages shall be sold on the leased premises, and the consumption of any alcoholic or fermented malt beverages on the Pierce County Fairgrounds shall be in accordance with all laws including Chapter 125, Wis. Stats.; ordinances of Pierce County and the Village of Ellsworth.** All fireworks, firearms, explosives and other weapons are strictly prohibited on leased premises. No fire shall be lit or permitted to burn, except in designated grills or fireplaces.
4. Tenant takes and accepts the leased premises in its ‘as is’ condition. Taking of possession of the leased premises by Tenant shall be conclusive evidence that the leased premises were, on that date, in good,

clean and tenantable condition. Tenant acknowledges that Landlord has made no representations as to the repair of the leased premises or promises to alter, remodel or improve the leased premises.

5. Tenant shall pay Landlord **\$105.00 per hour** for set-up and building preparation, as well as **\$208.00 per hour** for Landlord's tractor use. With respect to the use of the building, Landlord estimates that the total charges will be \$ [REDACTED] and that the Tractor charges will be \$ [REDACTED]. Tenant shall be responsible and shall reimburse Landlord for the full cost of all services that exceed the above estimates. Time will be billed at increments of 1/10 of an hour with a minimum charge of one (1) hour to be charged the Tenant.

6. Tenant assumes the sole risk, responsibility, and liability for any all injuries to persons or property occurring or proximately caused by Tenant activities upon the leased premises during the term of this Lease. Tenant shall assume full responsibility for any personal injury or property damage which it or any of its employees, guests or invitees may sustain while on leased premises, as well as for any property damage or injuries sustained by third parties as a result of acts or omissions of the lessee or its guests while making use of leased premises. Tenant shall maintain a policy of liability insurance of no less than **\$200,000.00**, during the lease term. Furthermore, Tenant shall provide a copy of said insurance policy to Landlord at least thirty (30) days prior to entering, occupying or using the leased premises.

7. Tenant agrees to defend, indemnify, and save Landlord harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Tenant or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sub-lessees, concessions, or licensees, in or about the leased premises. Landlord shall not be liable and Tenant waives all claims for damage to person or property sustained by Tenant or Tenant's employees, agents, servants, contractors, sub-lessees, concessionaires, invitees, and customers resulting from the building in which the leased premises are located or by reason of the leased premises or any equipment or appurtenances thereunto appearing or becoming out of repair, consumption of alcohol, or resulting from any accident in or about the leased premises. All property belonging to Tenant or any occupant of the leased premises shall be there at the risk of Tenant or such person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

8. Should the leased premises become damaged, defaced or destroyed, Tenant shall be responsible to the Landlord for necessary repairs or replacement, unless the damages to the leased premises are due to an act of God or other circumstances that are beyond the Tenant's reasonable control.

9. Tenant shall make all reasonable efforts to keep noise within reasonably acceptable limits, and furthermore, noise shall be minimized prior to dawn and after sunset. Tenant shall not occupy any shelter after Midnight. Moreover, all electricity to each shelter shall be shut off at 12:00 AM.

10. Tenant is solely responsible for the collection, transportation and disposal of any and all solid waste and/or garbage created during the lease term. Tenant shall not leave solid waste and/or garbage on the leased premises after surrender. In the event Tenant fails to collect, transport and dispose of solid waste and/or garbage, Landlord may cure Tenant's default, hire a third party to provide sanitation services and Tenant shall reimburse Landlord the costs of doing so, within thirty (30) days.

11. At the expiration of the lease term, Tenant shall surrender the leased premises broom clean and in good condition and repair, reasonable wear and tear and loss by fire or unavoidable, insured casualty excepted. Also, upon expiration of this Lease or upon another date with written consent of the Landlord, Tenant shall return all cement barricades located on and around the grandstands to their original location (90' from the grandstands retaining wall) at the start of this Lease. The cement barricades shall be straight and properly pinned, per Landlord's grandstand map. Tenant shall pay Landlord a penalty/mitigation fee of **\$750.00**, should Tenant fail to return cement barricades as required by this Lease.

12. Tenant shall allow Landlord to enter the leased premises during the term of this lease to inspect the leased premises and determine the compliance with the terms of this Lease and with the standards of good tenancy.

13. Rent shall be payable by Tenant, **at the time this Lease Agreement is executed by Tenant and returned to Landlord**, at the office of Landlord or at such other place designated by Landlord and without prior demand therefore. Tenant shall pay \$ [REDACTED] as and for rent. Rent shall be made payable to "Pierce County".

14. Tenant shall pay the sum of \$ [REDACTED] to Landlord, **at the time this Lease Agreement is executed by Tenant returned to Landlord**, at the office of Landlord or at such other place designated by Landlord and said sum shall be held and applied by Landlord, without interest, as security for the faithful performance and observance by Tenant of the terms of this Lease. Said security deposit is held as collateral security and applied on any default under this Lease (such as rent, damage to property, clean-up costs or other charges/fees) that may remain due and owing at the expiration of this Lease. Landlord shall mail said security deposit to Tenant, within three (3) weeks after the expiration of this Lease, so long as there are no charges or costs incurred by Landlord for solid waste collection, damages, destroying or defacing leased premises, or any other Tenant default, and which will be refunded if no damage or other default has incurred to the leased premises after an inspection is performed by Landlord.

15. There shall be no assignment or sub-lease of this Lease, unless Landlord gives prior written consent, which shall not be unreasonably withheld. The parties agree that all of the terms, covenants, obligations, and conditions contained herein shall be binding upon and enure to the benefit of the successors and assigns of the parties.

16. This Lease constitutes the entire agreement of the parties regarding the subject matter hereof, and supercedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter.

17. The terms, conditions, rights and duties of this Lease shall be governed and interpreted under the laws of the State of Wisconsin. Venue for any action under this Lease shall be in the circuit court of Pierce County, Wisconsin.

18. a. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, closures, cancellations or lapses in performance, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, state emergency, epidemic/pandemics, terrorism, war, acts of a public enemy, governmental restrictions, laws or regulations, or any other laws, whether similar or dissimilar to those enumerated, beyond its reasonable control.

b. The provisions of this Article shall operate to allow Landlord to cancel and terminate this Agreement at any time, without advanced notice to the other party, and without further penalty, payment, financial responsibility or obligation hereunder. Should Landlord cancel the Lease Agreement prior to the lease term, pursuant to this Article, the Tenant shall refund Landlord any and all monies already paid hereunder to the other party; and, Landlord shall refund to the other party any and all monies already paid hereunder to Landlord. However, should Landlord cancel the Lease Agreement during the lease term, the provisions of this Article shall not operate to excuse Tenant from prompt payment of rent or additional rent.

19. The representative of each party executing this Lease, as evidenced by the signatures below, has the authority to do so.

Dated: _____

Dated: _____

TENANT:

LANDLORD:

By: _____
Its: _____

By: Liz Dietsche
Its: Fair Manager

By: Jason Matthys
Its: Administrative Coordinator