

## LEASE

THIS AGREEMENT effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Jefferson County, Wisconsin, hereinafter called Lessor, and \_\_\_\_\_, hereinafter called Lessee.

**1. Property.** \_\_\_\_\_, and ingress and egress therefrom, hereinafter "Property."

**2. Rent.** \_\_\_\_\_ per month due on the first day of each month that this lease is in effect.

**3. Term.** \_\_\_\_\_. Notwithstanding the foregoing, the Lessor shall have the option to terminate this lease during its term upon sixty (60) days written notice to Lessee at the above-stated address, which sixty-day period need not terminate at the end of a rental payment period. Any rent for a fractional portion of a month shall be prorated.

**4. Compatible Uses:** Lessee shall use and maintain the leased ~~premises~~Property only as described in Addendum A to this agreement and under no circumstance may Lessee use or maintain the Property in violation of: 44 CFR Part 80 and/or FEMA Model Deed Restrictions.

**5. Structures:** No new structures or improvements shall be erected on the Property unless Lessor provides Lessee with prior written approval. Lessee understands and was made aware that FEMA has placed deed restrictions upon the Property which disallows new structures or improvements with the exception of those listed in 44 CFR § 80.19. Any improvements on the ~~property~~Property shall be in accordance with proper floodplain management policies and practices and shall require prior written approval from Lessor.

**6. Disaster Assistance and Flood Insurance:** Lessee understands and agrees that no federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made by any Federal entity or source. The Property is not eligible for coverage under the NFIP for any damage, to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the Property as a result of the project.

**7. Inspection:** Lessee understands and agrees that FEMA, its representatives, and assigns, including the State or ~~County~~Tribe has the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property. Lessee shall cooperate with any request by FEMA, its representatives, and assigns, including the State or ~~Tribe~~County, to inspect the Property.

**8. Sublease.** Lessee shall not sublease the ~~premises~~Property.

**9. Insurance.** ~~Tribe~~Lessee shall maintain liability insurance on the leased Property in an amount of not less than \$200,000 and provide proof thereof to Lessor.

**10. Default.** If Lessee fails to pay rent in a timely manner, Lessor may terminate this agreement pursuant to Chapter 704, Wisconsin Statutes. In the event of any other default, without limitation by enumeration, such as failure to maintain insurance coverages, improper use of the premisesProperty or damage to the rented-leased premisesProperty, Lessor shall have the option to terminate this agreement on five (5) days written notice to Lessee. Receipt of notice of cancellation, reduction or change in insurance coverage as called for herein shall constitute a default if a certificate for replacement coverage is not submitted to Lessor not less than seven (7) days before the effective date of the cancellation, reduction, or change.

Formatted: Highlight

Formatted: Highlight

**11. Notice of FEMA Deed Restrictions:** Prior to entering into this agreement, Lessee was made aware of and provided the opportunity to investigate further the FEMA Deed Restriction found in 44 CFR Part 80, which applies to this propertyProperty. Lessee understands and has no further questions regarding these restrictions. Any violation by Lessee of 44 CFR Part 80 and FEMA Model Deed Restrictions shall constitute a default.

~~12. Hold Harmless.~~ To the extent permitted by law, Lessee shall hold harmless Lessor, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments, including attorneys' fees, of every nature and description, brought, recovered or arising out of any act or omission of Lessee, its agents, or others given access to the Property, or arising out of the use, occupancy or possession of the Property by Lessee, its agents or others given access to the Property.

**12.3. Hold Harmless and Release.** Lessee does hereby agree to release, save and hold harmless, the Lessor, its officers, agents, and employees, from liability for injuries or damages sustained or alleged by Lessee, its agents or employees or others given access to accessing the Property pursuant to training exercises and arising from any condition or activity on the premisesProperty of Lessor or any act or omission of Lessor, its officers, agents, and employees, (except only to the extent caused by the willful misconduct of such officers, agents, and employees), arising out of the use, occupancy or possession of the Property while Lessee or any and all agents or employees of Tenant or others given access to the Property pursuant to use, are on the Property or are using the premises of Lessor in any manner, including all claims, demands, actions and causes of action, damages, expenses, compensation, bodily injury (including death) or propertyproperty damage.

13.4. Lessee is responsible for requiring ensuring that all any other parties given accessing to the Property to comply with all the provisions of this lease, including, without limitation, the Hold Harmless and Release provision indemnification above. Lessee will be liable for all actions of such other parties accessing which have access to the Property for violating any provision of this lease, in the event it fails to get such compliance.

**14.5.** This agreement is the entire agreement between the parties, and all prior agreements, whether written or oral, are hereby superseded and of no further force and effect.

**15.6.** If any provision of this agreement or the application thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the agreement shall not be affected thereby, and such remaining provisions shall be valid and enforceable.

Dated \_\_\_\_\_, 2021.

Dated \_\_\_\_\_, 2021

**JEFFERSON COUNTY**

By

\_\_\_\_\_

\_\_\_\_\_