

## FACILITIES RENTAL AGREEMENT

THIS FACILITIES RENTAL AGREEMENT, between the Board of Regents of the University of Wisconsin System (the "Tenant") and \_\_\_\_\_ (the "Landlord") whose address is \_\_\_\_\_ Wisconsin;

The parties agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord the following (the "Premises"):  
 Approximately \_\_\_\_square feet of office space (the "Premises") in Landlord's building (the "Building"), together with all appurtenances and access to common areas, located at \_\_\_\_, Wisconsin (the "Building").
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Landlord, Tenant shall use the Premises as office space for the University of Wisconsin - \_\_\_\_, or such other agency that may be designated by Tenant (collectively, the "Tenant").
3. **TERM, RENEWALS.** The Rental Agreement term hereunder shall begin on \_\_\_\_ 1, 20xx, or date of occupancy, and end on \_\_\_\_\_ 30, 20xx. This Rental Agreement may, at the option of the Tenant, be renewed for two one-year periods from and after \_\_\_\_\_ 1, 20xx, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified except rental rate which shall be negotiated and mutually agreed upon, provided notice be given in writing to the Landlord at least 90 days before the Rental Agreement or any renewal thereof would otherwise expire. Rent payable during the initial term of this Rental agreement shall be payable in accordance with the schedule below.
4. **RENTAL.** The Tenant shall pay the Landlord rent for the Premises during the initial Rental Agreement year at the following rate: The sum of \_\_\_\_ Thousand, \_\_\_\_ Hundred, \_\_\_\_ XX/100 Dollars (\$) per annum, in equal monthly installments of \_\_\_\_ Hundred, \_\_\_\_ XX/100 Dollars (\$). The annual rental rate for the first and each subsequent year of this Rental Agreement shall be in accordance with the following schedule: The annual rental rate includes all operating expenses associated with the premises of this space, including but not limited to taxes, water, and sewer.

**Rental Rate Schedule**

Begin Date	End Date	Base Rent	Electricity	Janitorial	Annual Rent	Monthly Rent

The annual rent throughout the entire Rental Agreement term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except

for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Landlord at the address for notices hereinafter set forth.

5. **ASSIGNMENT, SUBLETTING.** The Tenant shall not assign this Rental Agreement in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Tenant, and the agents, contractors, grantors and grantees, and servants of the Tenant, without prior written approval of the Landlord.
6. **OTHER COSTS.** Lessee shall be responsible for \_\_\_\_\_
7. **MAINTENANCE AND REPAIR.** The Landlord shall maintain the said Premises in good repair and tenantable condition and as required by s. 704.07 Wis. Stats., during the continuance of this Rental Agreement, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees. Costs for repair or replacements to Premises due to misuse or negligence by an employee of Tenant shall be the responsibility of Tenant. Landlord shall be responsible for making structural repairs to the building, including repairs and maintenance of the roof, exterior walls, foundations, and sidewalks. Landlord shall also be responsible for repairs and replacements of or to the electrical, heating, plumbing, and ventilating fixtures and equipment serving the building and the Premises, other than those repairs and replacements made necessary by the negligence or misuse of the Tenant, its agents, customers, invitees, servants, or employees. Landlord shall be responsible for general snow removal and lawn maintenance. Tenant shall, at its own expense, maintain and keep the interior of the leased premises in good order and repair and in safe and sanitary condition during the term of this Rental Agreement. Tenant shall not store any trash, merchandise, appliances, crates, pallets, or materials of any kind outside the leased premises without the Landlord's prior approval. Tenant shall not park or keep any unlicensed and or unregistered vehicles or equipment on the paved and landscaped areas immediately adjacent to the leased premises without the prior approval of the Landlord. For the purposes of maintaining the Premises, the Landlord reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.
8. **COVENANTS OF LANDLORD.** Landlord hereby covenants and agrees with Tenant as follows:
  - a. Landlord shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Rental Agreement.
  - b. Landlord shall furnish during the term of this Rental Agreement the goods, services and other items as defined in this Rental Agreement.
  - c. In connection with the performance of work under this Rental Agreement, the Landlord agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Landlord further agrees to take affirmative action to ensure equal employment opportunities. The Landlord agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Tenant, setting forth the provisions of the non-discrimination clause.

- d. Landlord is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Landlord employs fifty (50) or more employees. The Landlord must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Rental Agreement, to the University of Wisconsin System Administration, Procurement Department, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Landlord upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Rental Agreement being declared "Null and Void," the Landlord being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted

**9. COVENANTS OF TENANT.** Tenant hereby covenants and agrees with Landlord as follows:

- a. Tenant does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Rental Agreement at the time and in the manner herein provided.
- b. At the expiration of this Rental Agreement or any renewal thereof, Tenant will return the Premises to the Landlord in as good condition as they were at the time the Rental Agreement went into possession, ordinary wear, damage by the elements and fire excepted. The Tenant shall be responsible for any acts or omissions of its agents, and employees
- c. Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of Landlord.
- d. Tenant shall identify problems concerning the occupancy of this space to Landlord for resolution.
- e. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb any other tenant or occupant of the Building.

**10. INSURANCE.** Landlord agrees to procure and maintain, during the term of this Rental Agreement, "All Risk" property insurance for the property containing the Premises. Landlord also agrees to procure and maintain, during the term of this agreement, commercial general liability insurance in the amount of not less than \$1.0 million each occurrence and \$2.0 million general aggregate. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Landlord shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Tenant evidencing such coverage. Landlord shall add the Tenant, The Board of Regents of the University of Wisconsin System, as an additional insured under the commercial general liability policy. Tenant agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-funded Liability Program. Lessee also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University.

**11. HOLD HARMLESS.** Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. The Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act of omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party or any rights to indemnification, contribution or subrogation which the party may have by operation of law.

**12. NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Landlord at Landlord's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Tenant:                   University of Wisconsin System Administration  
  Office of Capital Planning and Budget  
  780 Regent Street, Second floor  
  Madison, Wisconsin 53715

If to Landlord:

  , Wisconsin 54xxx

**13. CANCELLATION.** This Rental Agreement may be cancelled by either Tenant or Landlord, upon \_\_\_ days prior written notice to the other party.

**14. 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.

**15. BINDING EFFECT.** This Rental Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

**16. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Rental Agreement shall not affect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Rental Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LANDLORD:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

By: \_\_\_\_\_

Dated: \_\_\_\_\_