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## LAND RENTAL AGREEMENT

This Land Rental Agreement is made and entered into this \_\_\_\_\_ day \_\_\_\_ 2016, by and between the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-\_\_\_\_\_, as Lessee, and \_\_\_\_\_ as Lessor.

### RECITALS

WHEREAS, the Lessee desires to have access to certain lands owned by Lessor located at \_\_\_\_\_, Wisconsin for the purpose of \_\_\_\_\_ (hereinafter the "\_\_\_\_\_"); and

WHEREAS, the Lessee desires to have the College of \_\_\_\_\_ so utilize the said premises, and thereby add to the educational and research base of the Lessee;

NOW THEREFORE, in consideration of the premises and of other good and valuable considerations herein mentioned, the Lessee and the Lessor hereto covenant and agree as follows:

### AGREEMENT

1. **PREMISES, ACCESS, USE of SITE.** The Lessor hereby grants \_\_\_\_\_ square feet of land, hereinafter referred to as the "Premises," located on the property owned by the Lessor, in \_\_\_\_\_, Wisconsin, said Premises being further described in Exhibit "A"(Site Plan), attached hereto and incorporated by reference for the purpose of constructing a \_\_\_\_\_.

The Lessee shall arrange to contract with consultants and contractors as necessary to properly design and construct a facility that complies with all applicable building codes, the Americans with Disabilities Act and any other applicable federal, state or local legal requirements. This includes EPA and WEPA guidelines.

2. **TERM.** This agreement hereunder shall begin on \_\_\_\_\_, 20\_\_ or date of occupancy, and end on \_\_\_\_\_, 20\_\_. This agreement may be renewed at the option of the Lessee, for an additional X (X) year period from and after \_\_\_\_\_, 2020, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified.
3. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial Rental year at the following rate: The sum of 00/100 dollar (\$.00) per annum. The annual rental rate for each subsequent year of this Rental Agreement shall be negotiable.
4. **OTHER COSTS.** Lessee shall not be responsible for any other costs.
5. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Agreement in any

event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors, and grantees, and servants of the Lessee without prior written approval of the Lessor.

6. **MAINTENANCE AND REPAIR.** The Lessor shall maintain the said Premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. Costs for repair or replacements to Premises due to misuse or negligence by an employee of Lessee shall be the responsibility of Lessee. Lessor shall be responsible for general snow removal. Lessor shall be responsible for light bulb replacement on the Premises and surrounding parking area. Lessee shall not store any trash, merchandise, appliance, crates, pallets, or materials of any kind outside the Premises without Lessors' prior approval. Lessee shall not park or keep any unlicensed and or unregistered vehicles or equipment on the paved and landscaped areas immediately adjacent to the Premises without the prior approval of the Lessor.
  
7. **COVENANTS OF LESSOR.** Lessor hereby agrees as follows:
  - a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in, and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
  
  - b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
  
  - c) In connection with the performance of work under this Lease, the Lessor 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 Section 51.01(5), Wis. Stats., 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 Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
  
  - d) Lessor 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 Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the University of Wisconsin System, Procurement Department, whose address and phone number are listed at the bottom of the enclosed AFFIRMATIVE ACTION PLAN. Instructions and technical assistance in preparing the plan are available from the University of Wisconsin, Procurement Department. Failure to comply with the conditions of this Item may

result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- e) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

8. **COVENANTS OF LESSEE.** Lessee hereby agrees as follows:

- a) Lessee does hereby promise, and agree to pay the rent in the manner specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession.
- c) Lessee will not make or permit anyone to make any alterations, improvements, or additions in or to the Premises, without the prior written consent of Lessor.
- d) Lessee 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 Premises.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, "All Risk" property insurance for the property containing the Premises. Lessor also agrees to procure and maintain during the term of this lease, commercial general liability in the amount of not less than \$1.0 million each occurrence and \$2.0 million general aggregate.

Under all conditions noted above, the commercial general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage. Lessor shall add the Lessee, the "Board of Regents of the University of Wisconsin System" as an additional insured under the commercial general liability policy.

Lessee 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.

10. **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.

11. **NOTICES.** All notices or official communications which may be required under this agreement, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

Notice to LESSEE:	University of Wisconsin System Administration Capital Planning and Budget 780 Regent Street Madison, Wisconsin 53715-2635
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Notice to LESSOR:	_____ _____ _____
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12. **CANCELLATION.** This Agreement may be cancelled by either Lessor or Lessee, upon 12 months prior written notice to the other party.

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

14. **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 the 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 LESSEE and LESSOR have caused this Land Rental Agreement to be executed and delivered as of the day and year first written above.

**BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM**

\_\_\_\_\_

Vice President of Administration

Date: \_\_\_\_\_

**LESSOR**

\_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

Date: \_\_\_\_\_

## **Exhibit A**

## Exhibit B

## Exhibit C