

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of _____ by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lessor, hereinafter referred to as the CITY, and _____, whose address is _____, LESSEE.

WITNESSETH

1. The CITY does hereby lease and let to the LESSEE and the LESSEE hereby agrees to lease from the CITY, under all the terms and conditions hereinafter set forth, the following described area of the Riviera Concourse, to-wit:

That portion of the Riviera Concourse shown on the attached Exhibit "A" as Space "B", being an area of 483 square feet,

for the sole purpose of selling products to consumers. The City reserves the right to approve any and all items to be sold by LESSEE.

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2016 season \$19,803.00 (Prorated for occupancy)
- 2017 season \$20,397.09

The rent shall be payable in four (4) equal installments, the first installment to be paid on or before June 15th of each year and the remaining installments to be paid on or before the 15th day of July, August and September.

4. A security deposit in the amount of \$1,000.00 shall be filed with the City prior to occupancy. The security deposit may be used to pay any utility bills of LESSEE that are delinquent for a period of more than thirty (30) days, any damages to the leased premises, and past due rent. The security deposit shall be returned to LESSEE upon termination of this lease if the premises are vacated in the same condition as commencement of the lease and provided no other obligations are due to the City.

5. It is understood and agreed by the LESSEE that their interest in the leased premises shall not be assigned or transferred to any other party without the express written consent of the CITY.

6. The said LESSEE shall provide liability insurance in the aggregate amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) covering the event of death or injury to one (1) person, in the aggregate amount of Five Hundred Thousand and No Cents (\$500,000.00) Dollars covering the event of death or injury to more than one (1) person, and in the amount of one Hundred Thousand Dollars and No Cents (\$100,000.00) covering the event of property damage naming the CITY as an additional insured. LESSEE shall furnish a Certificate of Insurance to the City Clerk of the CITY OF LAKE GENEVA upon the execution of this Lease. Said Certificate of Insurance shall provide for minimum thirty (30) day notice in case of cancellation.

7. LESSEE fully understands and agrees that LESSEE is responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property that may occur from any source, including, but not limited to theft, vandalism and elements. Winter storage of fixtures and/or equipment is permissible, but the CITY will not be responsible for any damage, etc. that may occur from any source, including, but not limited to, theft, vandalism and elements. Winter storage of merchandise or goods is not permitted.

8. Signs. (a) It is fully understood by the LESSEE that no improvement of any kind shall be made to the lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written consent of the CITY.

(b) No signs shall be permitted on the exterior of the building. All permitted signs shall be approved by the CITY and conform to local ordinances.

(c) In the event LESSEE makes improvements without the consent of the CITY, the CITY may at its option consider this lease null and void and require LESSEE to pay for removal of all unauthorized improvements and restoration of the premises to the condition prior to the unauthorized improvements. The City reserves the right to review and approve any signs as well as all services or products offered by Lessee on or from the leased premises.

9. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the leased premises. The CITY agrees to provide normal janitorial services for the Riviera Concourse. Said services are included in the basic rent for the leased premises. The CITY shall have the sole discretion in the selection of janitorial personnel or service and the level of services provided.

10. The LESSEE shall operate their businesses in a clean, safe, sanitary and business-like manner at all times. Tenants shall not do any acts nor allow any of its' employees or agents to do any acts that would unduly interfere with or disrupt other businesses at the Riviera complex. Failure to comply with the terms of this provision as determined in the sole discretion of the CITY, shall be deemed a default under this lease and subject to the remedies set forth in paragraph 13.

11. The LESSEE shall pay all license fees and taxes that may be imposed by any City, State, or Federal authorities.

12. The Lessee shall be open for business from Memorial Day Weekend through Labor Day Weekend from 10:00 AM to 5:00 PM seven days per week. During these mandated hours of operation, the LESSEE's premises shall be open for business. LESSEE is permitted to be open for additional non-closed hours at LESSEE discretion. The CITY will secure the Riviera Concourse during the hours the Concourse is closed from 9:00 PM to 8:00 AM. LESSEE will not open his/her business to the public during these "closed" hours without written consent of the City. Failure to comply with these terms shall be deemed a default under this lease and subject to the remedies in paragraph 13.

13. It is expressly understood and agreed that if the LESSEE defaults in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or transfer of the LESSEE's rights under this Lease shall be made by LESSEE nor through voluntary assignment, bankruptcy, or under execution, and any such event shall immediately terminate this Lease.

14. LESSEE shall be issued a key or keys for leased premises which shall not be reproduced. LESSEE shall sign a separate "key agreement" and pay a separate key deposit as determined by the CITY. All keys shall be returned on or before November 15 of each season. LESSEE agrees to reimburse the CITY for any required locksmith services for LESSEE's loss of their key or failure to return the key at the end of the term.

15. LESSEE shall procure at their own expense all necessary and required licenses, permits, and inspections prior to opening business.

16. LESSEE shall, on the last day of the term, or on earlier termination of the Lease, return the premises to the CITY in clean and satisfactory condition including all permanent fixtures, all in good and satisfactory repair. Any trade fixtures or personal property not used in connection with the operation of the vacated premises and belonging to LESSEE, if not removed at the termination or default, shall be deemed abandoned and become the property of the CITY without any payment or offset therefore. The CITY may remove such fixtures or property from the vacated premises. In the event the LESSEE does not repair and restore the leased premises to the original condition, normal wear and tear expected, the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

17. If the premises are partially destroyed during the term of this Lease, the CITY shall determine whether repairs can be made within thirty (30) days. Written notice of the

intention of the CITY to repair shall be given to LESSEE within thirty (30) days after any partial destruction. Rent will be reduced proportionately in the extent to which the repair operations interfere with the business conducted on the premises by LESSEE. If the repairs cannot be made within the time specified above, the CITY shall have the option to make them within a reasonable time or terminate the lease. Rent shall be prorated and refunded based upon the remaining term of the lease. Partial destruction of the premises by natural causes, such as fire, acts of God and other natural calamities, will not give rise to any cause of action by LESSEE for loss of business or profits by Lessee.

18. If the CITY files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, LESSEE shall pay the CITY reasonable attorney's fees and the costs of said action.

19. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be forfeited and applied against any damages sustained by the CITY as a result of breach by LESSEE. The City will not be precluded from bringing action against the Lessee for any and all damages above those sustained above the amount of the security deposit.

20. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages arising out of LESSEE's use of the premises. The LESSEE shall indemnify the CITY from all suits or actions brought against the CITY or sustained by any other parties, including LESSEE's service or agents.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and _____ have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

, Mayor

Lessee:

WITNESSETH:

Sabrina Waswo, City Clerk

Date