

LEASE AND COOPERATIVE USE AGREEMENT REGARDING FLYNN HALL

This Lease and Cooperative Use Agreement Regarding Flynn Hall ("Agreement") is entered into pursuant to Wis. Stats. §66.30(2) and is made by and between the Town of Cottage Grove ("Town"), the Village of Cottage Grove ("Village"), the Cottage Grove Lions Club ("Lions Club") and the Cottage Grove Area Historical Society ("Historical Society"), collectively the Parties to this Agreement, to be effective when it has been approved and executed by all Parties.

RECITALS

WHEREAS, the Town owns Flynn Hall, located on Reynolds Street in the Village of Cottage Grove, Dane County, Wisconsin;

WHEREAS, the Town, Village, Lion's Club, and Historical Society wish to cooperate to establish Flynn Hall as a facility that serves as a community center for use by the residents and various service organizations of the Town and Village;

WHEREAS, the Lions Club and Historical Society each wish to lease a portion of Flynn Hall from the Town and to cooperate with the Town and Village in establishing Flynn Hall as such a community center;

WHEREAS, the Town Board, Village Board, Directors of the Lions Club, and Historical Society have approved the terms and conditions set forth in this Agreement and have duly authorized their representatives to execute this Agreement;

WHEREAS, the Town Board, Village Board, Directors of the Lions Club, and Historical Society have established The Flynn Hall Preservation and Restoration, and Management Committee ("Committee") with two (2) representatives from each Party, to accomplish the various goals, functions and objectives contained herein;

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Premises.

- a. Flynn Hall.** The entire facility (that is, the land, main building and accessory buildings) shall be referred to herein as "Flynn Hall".
- b. Lions Area.** Subject to the terms and conditions in this Agreement, the Town hereby leases to

the Lions Club and the Lions Club hereby leases from the Town, the following premises:

The meeting room in the lower level of Flynn Hall which is depicted on the map attached hereto as Exhibit A and incorporated herein by reference. Said premises shall be referred to herein as the "Lions Area".

- c. Historical Society Area.** Subject to the terms and conditions in this Agreement, the Town hereby leases to the Historical Society and the Historical Society hereby leases from the Town, the following premises:

The meeting room in the lower level of Flynn Hall which is depicted on the map attached hereto as Exhibit A and incorporated herein by reference, Said premises shall be referred to herein as the "Historical Society's Area".

- d. Hall Area.** Subject to the terms and conditions in this Agreement, the area on the upper floor consisting of the assembly area, kitchen, storage area, and rest rooms shall be referred to herein as the "Hall Area".

2. Use of Flynn Hall.

- a. Use of Lions Area.** The Lions shall have the exclusive use of lower level meeting area known as the Lions Area as outlined on the attached Exhibit A.
- b. Use of Historical Society's Area.** The Historical Society shall have the exclusive use of the lower level meeting area known as the Historical Society's Area as outlined on the attached Exhibit A.
- c. Use of Hall Area by Town, Village, Lions and Historical Society.** The Town, Village, Lions, and Historical Society shall have priority over other organizations for scheduling meetings and events in the Hall Area, as set forth herein:
- i.** The Lions shall have the exclusive right to use the Hall Area for their regular monthly meeting. The Lions hereby advise both the Town and the Village that the regular monthly meeting shall be held on the 1st, 3rd and 4th Wednesdays of each month starting at 5:00 P.M. on those days. The Lions may change their regular monthly meeting date by giving written notice to the Town and Village at least thirty (30) days in advance of the changed meeting date, and after confirming that the Hall Area has not already been reserved for the changed meeting date. Such notice shall serve as an amendment to this Agreement with regard to the regular meeting date.
 - ii.** In addition to the priority given to the Lions for the Lions' regular monthly meeting, all Parties shall have priority for use of the Hall Area on a first-come, first-served basis.

- d. **Use of Hall Area by Other Residents and Organizations.** Except where the Hall Area has already been reserved by one of the Parties to this Agreement, and in accordance with the terms and conditions of this Agreement, other Town and Village residents or service organizations (collectively known as "user(s)") may reserve and use the Hall Area or designated portions thereof. The Town, Village, Lions and Historical Society agree to work with one another, and with other residents and organizations, in good faith to accommodate one another's scheduling needs.
- e. **Reservation of Hall Area.** To reserve the Hall Area, a "user" shall contact the Town Clerk at the Town Hall located at 4058 Highway N. Cottage Grove. All users wishing to reserve the Hall Area shall be required to submit and comply with the requirements specified on the Application for Use of Flynn Hall ("Application"), including prepayment of a user fee or deposit, if required, except that the Town, Village, Lions and Historical Society shall not be required to file an Application or pay any fee or deposit. A sample Application is attached hereto as Exhibit B and incorporated by reference.
- f. **Term Of Lease And Cooperative Use Agreement.** Unless and until terminated as provided herein, the term of the Agreement shall extend through December 31, 2019. At least six months prior to the end of the term, the Parties agree to consider their intentions, and to notify the other Parties of their intentions to renew this Agreement for one additional five-year term, from January 1, 2020 through December 31, 2024, under the same terms and conditions. Renewal of this Agreement for the additional five-year term may only take effect upon unanimous consent of an Parties and upon execution of a written extension of this Agreement.

3. **Rent And Operating Costs For Flynn Hall.**

- a. **Lions.** In consideration of the exclusive use of the Lions Area, priority use of the Hall Area and other privileges described herein, the Lions agree to contribute one- third of the operating costs of Flynn Hall and to provide other services, including the repairs and improvements, identified herein.
- b. **Town.** In consideration of priority use of the Hall Area and to establish a community center, the Town agrees to contribute one-third of the operating costs of Flynn Hall and to provide other services identified herein.
- c. **Village,** In consideration of priority use of the Hall Area and to establish a community center, the Village agrees to contribute one-third of the operating costs of Flynn Hall and to provide

other services identified herein.

- d. Historical Society. In consideration of the exclusive use of the Historical society Area, priority use of the Hall Area and other privileges contained herein, the Historical Society agrees to contribute One Dollar (\$1.00) per year.
- e. **Operating Costs, Maintenance Costs and Budget.** Operating costs shall include the cost for heat, electricity, water, insurance, regular maintenance and janitorial services.

The Town, Village and Lions shall designate representatives who shall prepare and approve a budget on an annual basis. The budget for the next calendar year shall be estimated on or before September 1 so that each Party may consider the budgeted amount when completing its own budget for the coming year. Copies of the budget shall be provided to the Treasurer of the Town, the Village and the Lions Club, or other authorized representative.

Failure to select a representative and/or to approve such a budget shall not relieve the Parties from responsibility for payment of each Party's share of operating costs for heat, electricity, water, insurance, regular maintenance and janitorial services. In the event that a budget has not been established on or before September 1, the Town Treasurer shall estimate the quarterly payments needed and request payment from each of the Parties.

Notwithstanding the foregoing, and during the term of this Agreement, the total operating costs shall not exceed \$7,500.00 except where expressly agreed by and among the Town, Village and Lions Club in writing.

- f. **Payment of Operating Costs.** Payment for operating costs shall be made to the Town of Cottage Grove on a quarterly basis in advance, with budgeted payments made on January 1, April 1, July 1 and September 1. On or about the end of each calendar year, the Town Treasurer shall reconcile the budgeted payments with the actual costs and shall either reimburse the Parties or request additional payments for the Parties. All payments to the Town of Cottage Grove shall be made within thirty (30) days of the Town Treasurer's request.

4. **Possession and Maintenance.**

The Lions and Historical Society are taking possession of the Lions Area and Historical Society Area, and using the Hall Area in "as is" condition. The Town has not made any representation, statement, or warranty, express or implied, as to the condition of Flynn Hall or its suitability for a particular purpose.

All Parties to this Agreement shall keep Flynn Hall free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by any Party in completing

any repairs and improvements. At the expiration of this Agreement, or upon the earlier termination thereof, the Lions, Historical Society, and Village agree to quit and surrender Flynn Hall in as good condition and repair as it was at the beginning of the term, reasonable wear and tear and authorized improvements excepted.

No alterations to the interior or exterior of Flynn Hall will be made without approval by the Town and recommendation of the Committee. All repairs and improvements shall remain at Flynn Hall at the termination of this Agreement, and title to any such improvements shall, immediately upon completion, transfer to the Town of Cottage Grove.

5. Hazard Insurance.

The Town agrees to and shall cause Flynn Hall to be insured against loss by fire and other hazards as indicated in the Town's extended coverage endorsement. The Town's coverage does not include any personal property of the Village, Lions or Historical Society that may be stored at Flynn Hall. The Village, the Lions, and the Historical Society and any other users of Flynn Hall (collectively "users" for this paragraph), at their expense, shall maintain insurance covering the full insurable interest of said users, which insurance shall specifically be made payable to the users in the event of loss.

6. Indemnity and Insurance.

The Town agrees to carry at its expense public liability insurance of at least One Million Dollars (\$1,000,000.00) for damages incurred by any one person and One Million Dollars (\$1,000,000.00) for damages incurred in anyone accident for bodily injuries, and One Million Dollars (\$1,000,000.00) property damage incurred by one person or in one accident respectively.

Except to the extent that any such loss is covered by insurance carried by the Town, the Town shall not be liable to any user of Flynn Hall for any personal injury or property damage to the user's officers, agents, members, invitees or frequenters, of any part of Flynn Hall or the sidewalks adjacent thereto, irrespective of how such injury or damage may be caused whether from action of the elements or acts or omissions constituting negligence of the Town or any other person or acts or omissions which would otherwise make the Town strictly liable. All users of Flynn Hall hereby agree to indemnify the Town against and to hold the Town harmless from any and all claims or demands for such personal injury or property damage.

7. Requirements for All Users of Flynn Hall.

The Parties to this Agreement, and each of the others who use Flynn Hall, or any part thereof, agree to take all reasonable precautions to assure that her/his/its use of Flynn Hall, or any

part thereof, is safe and in accordance with applicable law. Each Party and user (collectively for this paragraph, "users") expressly covenants and agrees to meet the requirements contained herein, which are a condition of use. Users shall have the exclusive responsibility for complying with the following requirements during the time of and to the extent of their use of Flynn Hall:

- a. Users shall not use Flynn Hall, or any part thereof, in any manner that will increase risks covered by the insurance and/or result in an increase in the rate of insurance or a cancellation of any such insurance policy covering Flynn Hall, or any part thereof.
- b. Users shall not keep, use, or sell anything prohibited by any policy of fire insurance covering Flynn Hall, or any part thereof, and shall comply with all requirements of the insurers applicable to Flynn Hall, or any part thereof, necessary to keep in force the fire and liability insurance.
- c. Users shall not allow Flynn Hall to be used for any unlawful purpose.
- d. Users shall at all times fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order of any governmental unit, body and court lawfully exercising authority over Flynn Hall, or any part thereof, its operation and use.

Any other use restrictions or limitations, other than those contained herein or existing at the time of execution of this Agreement, must be mutually agreed upon by all Parties to this Agreement.

8. General Provisions.

- a. **Captions.** The paragraph captions in this Agreement are for convenience only and shall not, in any way, limit or be deemed to construe or interpret the terms and provisions hereof.
- b. **Assignment.** This Agreement shall not be assigned, without written approval of all Parties hereto.
- c. **Severability.** If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall be construed to give effect as nearly as possible to the intent of the Parties.
- d. **Notices.** All notices that may be or are required to be given by either Party to the other shall be in writing and shall be personally delivered or sent by U.S. mail, properly posted and addressed, as follows:

If to the Town:	Town Chairperson Town of Cottage Grove 4058 CTH N Cottage Grove, WI 53527
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If to the Village: Village President
Village of Cottage Grove
221 E. Cottage Grove Rd.
Cottage Grove, WI 53527

If to the Lions: President
Cottage Grove Lions Club
P.O. Box 139
Cottage Grove, WI 53527

If to the Historical Society: President
Cottage Grove Historical Society
P.O. Box 46
Cottage Grove WI 53527

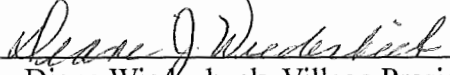
- e. **Counterparts.** This Agreement may be executed in counterparts to have the same effect as if executed in a single document.
- f. **Facsimiles.** Faxed signatures shall have the same effect as original signatures.
- g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- h. **Waiver.** No waiver of any default shall extend to or affect any subsequent default or otherwise impair or limit any Party's available rights and/or remedies with respect to subsequent defaults.
- i. **Amendment.** To be effective, any amendments to this Agreement must be in writing. Oral amendments shall not be binding on or among the Parties.
- j. **Binding Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements among the Parties with respect to the subject matter herein, and shall be binding on the Parties and their successors and assigns.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date executed by all Parties.

Village of Cottage Grove

Dated: 11/7/14

By: 
Diane Wiedenbeck, Village President

Dated: 11/7/14


Attest: 
Deb Winter, Village Clerk/Treasurer

Town of Cottage Grove

Dated: 10/22/14

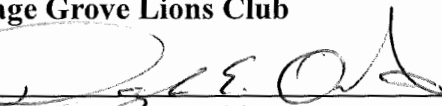
By: 
Kris Hampton, Town Chair

Dated: 10/22/14

Attest: 
Kim Banigan, Town Clerk

Cottage Grove Lions Club

Dated: 11/3/14

By: 
Lions Club President

Dated: 11/3/14

By: 

Cottage Grove Historical Society

Dated: 10/23/14

By: 
Historical Society President

Dated: 10/23/14

By: 