

FOND DU LAC COUNTY CAMPUS SPORTS COMPLEX LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made and entered into this _____ day of _____, by _____ (“Lessee”) and Fond du Lac County (referred to herein as “Lessor”) for the Fond du Lac County Sports Complex (the “FCCSC”), 400 University Dr., Fond du Lac, WI, 54935.

In consideration of the mutual agreements herein contained, the parties agree as follows:

The Lessor hereby grants, and Lessee hereby accepts, a lease to use the leased Premises (as defined herein) as follows:

Event Period : _____

Event Name (“Event”): _____

Event Description: _____

Authorized Representative of Lessee:

Name: _____

Address: _____

Phone #: _____

E-mail: _____

Full gym @ \$50/HR : _____ HRS @ \$50/HR _____ Total

Half gym @ \$30/HR: _____ HRS @ \$30/HR _____ Total

Deposit \$ _____ Deposit Due _____

Weekend Tournament Rates:

Full day @ \$900/Day (8 hrs.) : _____

Half day @ \$450 (4 hrs.): _____

Monthly Storage (Club, AAU Teams): _____

Classroom Rental:

\$30/HR.: _____

Team Fitness Center Access:

\$10/HR. (with gym rental):_____

\$50/HR. (without gym rental):_____

Advance Deposit Fee. Lessee shall pay an advanced deposit fee of 20% upon execution of this Agreement for full day or half day lease of the gym. If cancellation is required and Lessee does not provide at least sixty (60) days' notice prior to the Event Start Date, the Advance Deposit Fee shall be non-refundable. The Advance Deposit shall be applied against the Lease Fee.

Additional Fees & Charges. Lessee understands that the Lease Fee is for reservation of and use of the Leased Premises only. The Lease Fee does not include charges for additionally requested services or materials, including but not limited to, equipment, personnel, utilities, security, catering, communications, parking lot exhibits, concession stand, etc. which Lessor may agree to provide (the "Additional Services"). The Additional Services that Lessee will be entitled to and Lessor will provide and the charges therefor shall be set forth on the addendum attached hereto and incorporated herein (the "Addendum") or in any other written agreement between Lessor and Lessee.

Effective Date. This Agreement shall not become effective until executed by both parties.

Event Coordination. Lessee's Event-specific requirements regarding space layout and set-up, event hours and dates, attendees, seating, equipment needs, locker rooms, parking, security, loading/unloading needs, utilities, telecommunications, catering and audio/visual equipment, together with additional charges for requested items, shall be as set forth on the attached Addendum or as otherwise agreed by Lessee and Lessor.

Concessions. Lessee may have access to the concession stand to sell food and beverages during the event however no alcohol may be sold or served on the leased premise. Lessee will be responsible for obtaining all permits required to sell food and beverages prior to the event and Lessee shall provide proof of required permit(s) to Lessor. Lessee shall be responsible to clean and maintain the concession area during and after the event. Use of the concession stand is considered an Additional Service.

Advertising and Sponsorship. Lessee shall not permit any commercial banner, signage, advertisement, promotional announcement, or inflatable to be posted, made or displayed outside or inside the Leased Premises without the prior written approval of Lessor, which approval may be withheld in Lessor's sole discretion. In addition, Lessee will not permit the sale of or distribution of helium balloons or other inflatable items, bumper stickers or any other items with adhesive surfaces at, in or near the Premises.

Subject to the other restrictions set forth herein, Lessee shall have the right to sell sponsorship(s) for the Event. All revenues generated from the sale by Lessee of such sponsorship(s) shall be retained by Lessee, provided that all such sales shall be subject to the prior written approval of

Lessor. All sponsors shall adhere to Lessor's sponsorship and advertising policy, if any, which is established by Lessor from time to time.

Lessee may use the Fond du Lac County logo/seal for promotional materials but must follow Fond du Lac County guidelines for use of the logo/seal. The logo/seal shall be provided directly by the Lessor to Lessee.

Parking. Except as set forth on the Addendum, Lessor expressly reserves all other parking rights at the FCCSC for itself and its other lessees or designees. Lessor is not liable for loss, damage, or injury occurring in the parking lot.

Security. Lessee understands that the Lessor's contractor shall be the exclusive provider of security for the Event. In the event that Lessee needs police security, Lessor will contact the Fond du Lac County Sheriff Office to provide the same.

Common Areas. Lessee understands and agrees that common areas of the FCCSC, including but not limited to, adjacent facilities, adjacent fields, exterior and loading docks, etc., are not included in the Leased Premises, provided, however, that Lessee shall have the right to non-exclusive use of such common areas as are necessary to facilitate Lessee's intended use of the Leased Premises for the Event. The Lessor may, at its sole discretion allow others: (1) access to and use of the common areas; (2) determine the manner in which Common Areas will be shared by multiple lessees; and (3) use of the facilities and equipment of the FCCSC not currently being used by Lessee as part of the Leased Premises. The Lessor agrees to coordinate and schedule other uses of the FCCSC to avoid undue or unreasonable interference with or disruption to Lessee's Event. Lessee shall not unreasonably interfere with or disrupt any other authorized access or use of the FCCSC by other users and shall comply with the Lessor's directives issued for the purpose of ensuring the concurrent uses of the FCCSC by Lessee and others.

Maximum Attendance. Lessee shall not admit to the Leased Premises a larger number of persons than the lesser of the stated seating capacity, or which may safely or freely move about in the Leased Premises given the nature of the event. Gymnasium capacity is 450 persons. The decision of the Lessor with respect to safe occupancy and capacity of the FCCSC shall be final.

Lost Property. Lessor reserves the exclusive right to collect and have custody of articles left or lost in or on the Leased Premises by persons attending Lessee's Event. Lessee shall not collect or interfere with the collection or custody of such articles and agrees to turn over any such articles to Lessor. Lessor shall have no liability for lost property.

Evacuation. Lessor reserves the right, in its sole discretion, to order the evacuation of the FCCSC, the Leased Premises, or any portion thereof, when deemed necessary in its sole discretion to preserve the safety, health and welfare of the public.

Restrictions. Common areas of the FCCSC, including but not limited to entrances, passages, halls, corridors, stairways, exits, shall not be obstructed by Lessee, nor used by them for any purpose other than ingress or egress, or that which is specifically authorized in writing by the Lessor. Lessee shall not use nor permit the Leased Premises to be used for any purpose in

violation of any law or ordinance or in any manner that will constitute a nuisance, which would invalidate Lessor's insurance, or for any hazardous purpose.

Rules and Regulations. Lessee shall abide by and conform to all FCCSC rules and regulations as set forth in this Agreement or as provided by Lessor via separate document. Lessor shall have the right to remove any Event participant or spectator not adhering to this Agreement, the rules and regulations of the FCCSC, or standards of conduct expected at the FCCSC.

Compliance with the Law. Lessee agrees to comply with all applicable laws applicable to Lessee and/or pertaining to Lessee's use of the FCCSC, including, but not limited to, obtaining a business lease and any permits as may be required by law. Lessee will not do nor suffer to be done anything on the Leased Premises during the Term of this Agreement in violation of any such laws, ordinances, rules or regulations or which is a danger to the FCCSC or the public. Upon notice thereof, Lessee hereby agrees to desist and to cause such violation to be immediately corrected.

Defacement. Lessee shall not do, cause or permit anything to be done that may injure or deface the Leased Premises, the FCCSC, or any equipment or furnishings therein. Lessee will not attach nails, hooks, tacks, screws, tape or any other device to any part of the Leased Premises and will not make or allow to be made any alteration of any kind to the Leased Premises without the express written consent of the Lessor.

Damage. In the event the Leased Premises or any equipment or material contained therein is damaged by Lessee, its officers, agents, employees, participants, invitees or any other person admitted to the Leased Premises by Lessee, Lessee shall be liable for the same and shall pay to Lessor, upon demand, such amounts as are necessary to restore the same to its pre-lease condition. Further, Lessee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Leased Premises or any portion of the FCCSC by the consent of Lessee or by or with consent of any person acting for or on behalf of Lessee.

Force Majeure. If the FCCSC or any portion thereof is damaged by an act of God, or if an event beyond the control of Lessor would preclude fulfillment of its responsibilities herein, either Lessor or Lessee may cancel this lease upon written notice to the other. In such event, neither party shall have any claim against the other by reason of cancellation, except as set forth below. If cancellation occurs prior to the start of the Term, Lessor shall refund Lessee's Advance Deposit less expenses incurred by Lessor in connection with preparation for the Event or in furtherance of this Agreement. If the cancellation occurs after the start of the Term, the Lease Fee shall be reduced in the same proportion which the lapsed lease period bears to the total lease Term, plus such expenses incurred by the Lessor in furtherance of or support of the Event and this Agreement.

Limitation of Liability. In no event shall Lessor incur any liability to Lessee for special, incidental or consequential damages related to the Event or to this Agreement. The total liability of Lessor to Lessee shall not exceed the Lessee Fee and other amounts paid by Lessee hereunder.

Insurance Requirements. Lessee shall provide and maintain the following minimum insurance at Lessee's expense for the Event Term: Comprehensive General Liability coverage, at least \$1 million per occurrence and at least \$2 million in the aggregate for liability, bodily injury and property damage.

Lessee's insurance coverage is considered primary for claims, damages, losses and expenses that arise out of, relate to, or result from use of the Leased Premises by Lessee and its guests. Lessor, Fond du Lac County, Wisconsin ("Fond du Lac County") and their officers, directors, employees, agents, and elected officials shall be named as additional insureds on all insurance policies provided by Lessee. Lessee's insurance company shall be licensed to do business in the state of Wisconsin and have an A.M. Best rating of "A -" or better.

Certificate of Insurance. Lessee shall furnish to Lessor a certificate of insurance in compliance with the limits and other provisions set forth herein not later than thirty (30) days prior to the Term. Such certificate shall provide for at least thirty (30) days' prior written notice, by certified mail, to Lessor of cancellation or of any material change to the policy. Nothing contained in these insurance requirements shall be construed as limiting Lessee's responsibility for any and all damages resulting from the Event. Lessee waives all subrogation rights against the Lessor and Fond du Lac County for all claims, actions, or losses covered by Lessee's insurance.

Coverage Adjustments. In response to changing circumstances of loss exposures, Lessor reserves the right to modify the insurance coverage, limits of liability, policy endorsements and/or policy terms required by Lessee. Lessee shall have a reasonable period of time, but in no event more than seven (7) days, in which to comply with the new requirements. Lessee shall provide a new certificate of insurance showing compliance with modified insurance requirements or the Event may be cancelled by Lessor.

Notification of Insurer. Lessee shall be responsible to notify its insurer(s) to familiarize itself with the terms and conditions of this Agreement, including updates and amendments hereto. Failure by Lessee or its insurer to be aware of the terms and provisions of this Agreement shall in no way relieve either of them of their obligations under this Agreement.

Unsatisfactory Coverage. If at any time Lessor notifies Lessee that the foregoing policies have become unsatisfactory or that Lessee's insurer is unsatisfactory to Lessor, Lessee shall promptly obtain a new policy and submit the same for approval to Lessor. Upon failure of Lessee to furnish, deliver, or maintain the insurance coverages required herein, Lessor may, in its sole discretion, suspend, discontinue, or terminate this Agreement. Failure of Lessee to take out or maintain any required insurance shall not relieve Lessee from liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Lessee concerning indemnification or otherwise.

Copyright. Lessee represents and warrants that all copyrighted or trademarked material to be displayed or performed at or on the FCCSC by Lessee has been duly licensed or authorized by the copyright or trademark owner(s) or its authorized representative, and that all applicable royalties have been or will be paid by Lessee. Lessee shall supply written documentation as evidence of Lessee's lawful right to display or perform copyrighted or trademarked material upon

request of Lessee

Broadcast/Streaming Rights. Fond du Lac County holds the exclusive rights for streaming/broadcasting all events. Streaming and broadcasting of events is available through the Fond du Lac County vendor/streaming service of (insert name here). No other streaming or broadcast of events through other vendors or services will be allowed. Arrangements for streaming or broadcasting events shall be made through the FCCSC Manager. Fond du Lac County will own all rights to any broadcast or streamed events.

Taxes and Lease Fees. Lessee understands that the State of Wisconsin requires a sales tax on admissions for the Event and said taxes and fees must be collected and remitted to the appropriate entity as prescribed by law. It is Lessee's responsibility to collect and remit all required taxes.

Default and Remedies.

Default. Lessee shall be in default of this Agreement if Lessee:

- A. Fails to perform or comply with any of the terms and conditions of this Agreement;
- B. Fails to use the Leased Premises in the manner and for the purpose set forth herein;
- C. Except as authorized by Lessor in writing, postpones, reschedules, or changes the nature or type of the Event, before or during the Term;
- D. Is adjudged bankrupt or insolvent; files or consents to the filing of a petition in bankruptcy under federal or state law; applies for or consents to the appointment of a receiver for its assets; makes a general assignment for the benefit of creditors; fails to pay its debts as they become due; or does anything which, under applicable provisions of the federal bankruptcy code, would permit a petition to be filed by or against Lessee.

Remedies. Upon default by Lessee, Lessor may take any or all of the following actions:

- A. Provide written notice to Lessee of the default and afford Lessee an opportunity to cure said default within the time period set forth in the notice, provided, however, Lessors failure to provide such notice or opportunity to cure shall not impair the rights of Lessor;
- B. Require Lessee to provide reasonable security for its obligations under this Agreement;
- C. Revoke this lease and terminate the lease and Event;
- D. Take exclusive possession of the Leased Premises;
- E. Retain all fees paid by Lessee;
- F. Apply any sums held by Lessor for Lessee to satisfy Lessee's obligations;
- G. Sue Lessee to recover any fees due and damages sustained by Lessor; and/or
- H. Exercise such other remedies as may be available to the Lessor whether in law, equity or otherwise set forth in this Agreement.

Notices. All notices required to be provided hereunder shall be in writing and deemed given on the earlier of the following: (a) the time of transmission via email at the address on the signature page hereto (or such other email provided in accordance with this section), so long as transmission occurs prior to 5:00 PM CST on a business day, otherwise at the start of the next

business day; (b) the second day following mailing if sent via overnight courier service; (c) the fifth day following mailing if sent via U.S. Mail, certified mail with return receipt; or (d) upon actual receipt by the party to whom notice is required.

Property Interest. Lessee agrees that this Agreement does not confer any right, title or interest in the Leased Premises, its facilities or equipment, to Lessee, whether as a tenant or otherwise, but merely grants an individual privilege revocable on the terms set forth herein.

Cancellation by Lessee. Should Lessee cancel its Event or fail to perform its obligations hereunder, the measure of damages shall be Lessee's Advanced Deposit, the Lease Fee and any other fees or charges that are due from Lessee to Lessor at the time of cancellation. Lessor shall have no duty to mitigate Lessee's damages by re-leasing the Premises. However, if in the normal course of business the Lessor is able to re-lease the Premises for the cancelled term, fees generated therefrom will be used by Lessor to off-set Lessee's damages.

Surrender of Premises. Lessee shall quit and surrender the Leased Premises and all equipment contained therein to the Lessor on or before the end of the Term in the same condition as on the start of the Term, normal wear and tear excepted.

Market Research. Lessee understands and agrees that the Lessor may, from time to time, conduct market research by conducting interviews or providing survey forms to invitees, exhibitors, vendors, or promoters. Lessee shall not hinder such research by the Lessor or its contractor, designee or agent.

Assignment. Lessee shall not assign, transfer or sublease its interest herein without the prior written approval of the Lessor. Lessor may assign this Agreement to any subsequent owner of the FCCSC.

Indemnification. Lessee agrees, to the fullest extent permitted by law, to (i) indemnify and hold the Lessor Fond du Lac County and each of their officers, directors, employees, agents, and elected officials harmless from and against any and all claims, demands, causes of action, suits, judgments, costs, expenses or liabilities, and death or injuries to persons or for loss of or damage to property arising out (x) Lessee's breach of this Agreement; or (y) the use of the Leased Premises by Lessee and its participants or invitees, including but not limited to, attorney's fees and court costs and (ii) protect, defend, indemnify, and hold harmless the Lessor and Fond du Lac County and each of their officers, directors, employees, agents, and elected officials from and against any and all expenses, damages, actions, claims, demands, judgments, lawsuits, attorney's fees, and liabilities (including but not limited to, attorney's fees and court costs) arising from or in any way connected with any negligent, grossly negligent, reckless or intentional misconduct, or other tortuous or wrongful act or omission, of the Lessee, its respective officers, agents, employees, representatives, participants or invitees. Further, Lessee assumes all risk of damage to and loss by theft or otherwise of all property of Lessee, and hereby expressly releases and discharges the Lessor Fond du Lac County and each of their officers, directors, employees, agents, and elected officials from the same.

Binding Effect. This agreement contains the entire agreement between the parties and supersedes and replaces all prior discussions and negotiations between the parties. This Agreement shall be binding on the parties, their respective heirs, successors and assigns. Any amendment hereto shall be in writing.

Waiver. No waiver by the Lessor of any default shall operate as a waiver of any other default, or of the same default on a future occasion. No delay or omission by the Lessor in exercising any right or remedy shall operate as a waiver thereof, and no partial exercise of a right or remedy shall preclude any other or future exercise thereof, or the exercise of any other right or remedy.

Severability. If any provision contained in this lease is held invalid, illegal, or unenforceable, all remaining provisions shall continue in full force and effect.

Headings. The headings of the section contained herein are for convenience only and do not define, limit, or construe the contents of such sections or this agreement.

Governing Law. The parties agree that this Lease shall be construed under the laws of the State of Wisconsin, irrespective of its conflicts of laws' provisions.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A signed copy transmitted by facsimile, email or other electronic means shall have the same legal effect as an original document for all purposes.

Immigration Clause. By signing this Agreement, the parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Wisconsin. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for any and all damages resulting therefrom.

In witness whereof, the parties have executed this Agreement by their duly authorized representative, on the date set forth below.

LESSOR: Fond du Lac County
c/o Campus Sports Center

LESSEE: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM TO LEASE AGREEMENT

1. Dates and times are listed below.
2. Lessee to provide
3. Special Instructions / Notes