

LEASE

This lease (“Lease”), entered into this _____ day of _____, 2022 (“Effective Date”), by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (“City”), and **Centro Hispano, Inc.** a nonstock corporation, located in Dane County, Wisconsin (“Lessee”; together, City and Lessee shall be called “Parties”).

WITNESSETH:

WHEREAS, the City is the owner of the commercial building located at 810 West Badger Road, in Madison, Dane County, Wisconsin (“Building”), which Building is located on real property owned by the City, as described in attached Exhibit A and depicted on attached Exhibit B (“City’s Property”).

NOW, THEREFORE, the Parties mutually agree as follows:

1. Leased Premises. The City hereby leases to the Lessee approximately 18,193 square feet of space in the Building, being the gross floor area of the Building depicted on attached Exhibit C (“Leased Premises”).
2. As Is, Where Is. The City leases the Leased Premises to the Lessee in “as is”, “where is” condition with all faults and City makes no representations or warranties, either express or implied, as to the condition of the property or any improvements thereon, as to the suitability or fitness of the property or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the property, or, except as set forth elsewhere herein, as to any other matter whatsoever.
3. Term. The term of the Lease shall commence on the Effective Date and expire on June 30, 2024 (“Initial Term”), subject to early termination pursuant to the terms of this Lease.
4. Base Rent. “Base Rent” shall be One Dollar (\$1.00) per year, or any portion thereof. All payments are to be made payable to the City Treasurer, and sent or personally delivered to the Economic Development Division at the address specified in Section 30, or to the address of a property manager, as designated by the City.
5. Options to Renew. If, at the end of the Initial Term of this Lease or at the end of the previous renewal term, if applicable, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have One (1) option to extend this Lease for an additional term of up to one (1) year, under the same terms and conditions provided in the original term of this Lease. If the Lessee desires to exercise the renewal option, the Lessee must give notice to the City, as specified in Section 30, a minimum of ninety (90) days prior to the expiration of the Initial Term or any renewal term. Following receipt of such notice, the City shall provide notice to the Lessee of its approval or denial of the Lessee’s request for renewal. If the City does not assent to a renewal notice pursuant to this Section within thirty (30) days after receipt of such notice, renewal shall be deemed denied.
6. Use. The Lessee will occupy and use the Leased Premises solely for the purpose of maintaining and continuing its existing community-based programming and operations, and for no other

purposes whatsoever without the City's prior written consent, which consent the City may withhold in its sole discretion.

7. Common Areas. The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of the Building. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The City shall be responsible for cleaning, maintaining and repairing the Common Areas.
8. Utilities. The Lessee shall be responsible for any heat, electricity, sewer, storm water, and water service costs. The Lessee shall also be responsible for arranging the start and stoppage of any telephone, internet, cable or television service furnished to the Leased Premises, and all costs related thereto.
9. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.
10. Construction. Except as authorized by this Section 10, no construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval from the Director of the City Economic Development Division. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall be at the expense of the Lessee and remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.

At the Lessee's sole cost, upon the execution of this Lease by the Parties, the Lessee may replace and/or repair the finished flooring surface, paint walls, replace and/or repair lighting fixtures throughout the Leased Premises.

11. Liens and Title.
 - a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any

such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.

- b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.
 - c. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises or any portion of the Property.
12. Lessee's Responsibilities. The Lessee shall, at its own expense, keep and maintain the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, including exterior and interior signs; light fixtures, including replacement of light bulbs and ballasts; all plumbing fixtures and accessories; sinks and drains, including unclogging; interior walls including drywall, plaster, and other wall surfaces that may be present; and finish flooring materials and surfaces, in good condition and repair and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. In the event any of the items listed in this Section 12 need to be replaced, whether at the time the Lessee takes occupancy of the Leased Premises or at any time while this Lease is in effect, such replacement(s) shall be at the Lessee's sole expense.
13. Taxes and Assessments. The City is a tax exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute after the Effective Date require that the Property be subject to real estate taxes or assessments, the City shall be liable for all such real estate taxes and assessments in relation to the Property. The Lessee shall be responsible for all personal property taxes on its personal property.
14. Indemnification. Lessee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damages to Premises, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee or its officers, officials, members, agents, employees, invitees, or subcontractors in the performance of any action on the Leased Premises, whether caused by or contributed to by the negligence of the

City or its officers, officials, agents, or employees. This paragraph shall survive termination, assignment, or transfer of this Agreement.

15. Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises.
16. Hazardous Substances; Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.
17. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
18. Right of Entry. For the purposes of maintaining the Leased Premises per Section 12, the City or its representatives reserve the right to enter and access the Leased Premises 24 hours per day, 7 days per week, with 24-hour notice to the Lessee, for the following non-emergency purposes:
 - a. To make any necessary repairs/replacements to the Leased Premises.
 - b. To conduct any periodic inspections of the Lessee's maintenance obligations herein, that it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.

For the purposes of remedying an emergency situation, the City may enter the Leased Premises 24 hours per day, 7 days per week, without notice to the Lessee.

19. City's Remedies. If any default by Lessee shall continue uncured after thirty (30) days written notice of default from City to Lessee, City has the following remedies, in addition to all other

rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative.

- a. Termination of Lease. The City may, at the City's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all further obligations of City under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 26 and 27, and City may reenter and take possession of the Leased Premises and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Lessee.
 - b. Storage. The City may, at City's election, store Lessee's personal property and trade fixtures for the account and at the cost of Lessee.
20. Lessee's Remedies. If any default by the City shall continue uncured after thirty (30) days written notice of default from Lessee to City, Lessee has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Lessee may resort cumulatively or in the alternative.
- a. Termination of Lease. The Lessee may terminate this Lease by giving City notice of termination. On the giving of the notice, all further obligations of under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 25 and 26.
 - b. Offset Rent. Lessee take any actions necessary to cure a default by making repairs or replacements required by City under this Lease and offset such expenses by reducing Lessee's rent.
21. Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of Lessee's default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after City's notice thereof, then Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.
22. City May Perform. The City shall have the right at any time, after ten (10) days notice to Lessee (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate City to make any payment or perform any act required of the Lessee, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to City by Lessee as additional rent.

23. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Sections 21 and 26.
24. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises.
25. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be year to year.
26. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.
27. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
28. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

City/Lessor:

City of Madison Office of Real Estate Services
 Attn: Dan Johns
 215 Martin Luther King, Jr. Blvd., 3rd Floor
 P.O. Box 2983
 Madison, WI 53701-2983
 Phone: (608) 243-0301
 Email: djohns@cityofmadison.com

With a copy to:

City Attorney's Office
 Attn: Kevin Ramakrishna
 City County Building, Room 401
 210 Martin Luther King Jr. Blvd.
 Madison, WI 53703
 Phone: (608) 267-4925
 Email: kramakrishna@cityofmadison.com

Lessee:

Centro Hispano, Inc.
 Attn: Karen Menéndez Coller
 810 West Badger Road
 Madison, WI 53713
 Phone: (608) 449-2128
 Email: karen@micentro.org

With a copy to:

Carlson Black O'Callaghan & Battenberg LLP
 Attn: Dan O'Callaghan
 222 W. Washington Ave., Ste. 705
 Madison, WI 53703
 Phone: (608) 888-1685
 Email: dan.ocallaghan@carlsonblack.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

29. Non-Discrimination. In the performance of its obligations under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
30. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
31. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of City of Madison Sign Control Ordinance 31. Lessee may install signage approved by the City at the entrances to the Leased Premises from the Common Areas. Lessee shall pay the cost to create, install and maintain any signage.
32. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
33. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the Parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.
34. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first set forth above.

LESSOR: CITY OF MADISON

By: _____
Satya V. Rhodes-Conway, Mayor Date

By: _____
Maribeth Witzel-Behl, City Clerk Date

Approved: _____
Date
David Schmiedicke, Finance Director

Approved: _____
Date
Eric Veum, Risk Manager

Approved as to form:

Michael Haas, City Attorney Date

[SIGNATURES CONTINUE ON NEXT PAGE]

LESSEE: CENTRO HISPANO, INC.

By: _____ Date: _____
Karen Menendez Coller
Executive Director

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2022, the above named Karen Menendez Coller, Executive Director of Centro Hispano, Inc., acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)
My Commission: _____

Execution of this Purchase and Sale Agreement by the City of Madison is authorized by Resolution Enactment No. RES-22-_____, File I.D. _____, adopted by the Common Council of the City of Madison on _____, 2022.

Drafted by the City of Madison Office of Real Estate Services

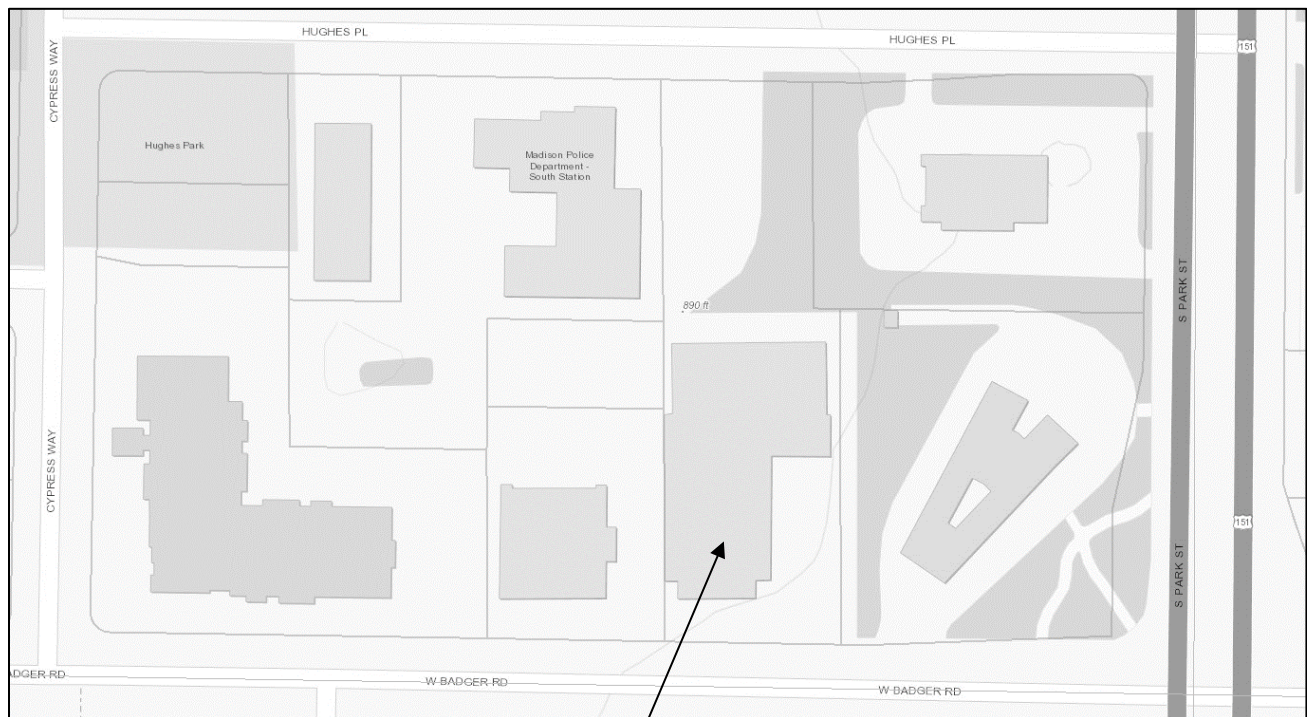
Project No. 12473

EXHIBIT A
LEGAL DESCRIPTION OF THE LEASED PROPERTY

Lot 3 of Certified Survey Map No. _____, Recorded _____, 2022, in Volume 116 of Certified Survey Maps, Pages _____ as Document No. _____, located in the southeast 1/4 and northwest 1/4 of the northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No: 251/0709-352-0314-4

EXHIBIT B
DEPICTION OF LEASED PREMISES



The Leased Premises