

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease"), made and entered into at Milwaukee, Wisconsin, effective the 1st of August, 2020, by the Milwaukee Board of School Directors (hereinafter called "Lessor"), and Austin Weber (hereinafter called "Lessee").

WITNESSETH:

IN CONSIDERATION of the rents and agreements of Lessee herein, Lessor hereby leases to Lessee a single-family residence located at S40w35961 County Rd. C, in the City of Dousman, Waukesha County, Wisconsin 53118 (the "Premises"). The use of the Premises is subject to municipal and zoning ordinances.

1. **Term.** The initial term of this Lease shall commence on the date set forth above ("Commencement Date") and expire (unless sooner terminated in accordance with this Lease): (a) if the Commencement Date shall be the first day of a calendar month, then the date which is the day immediately preceding the twelve (12) month anniversary of the Commencement Date; or (b) if the Commencement Date shall be other than the first day of a calendar month, then the date which is the last day of the month in which the twelve (12) month anniversary of the Commencement Date occurs. Thereafter, this Lease shall automatically renew as a month-to-month tenancy, upon all of the terms and conditions of this Lease, unless either Lessor or Lessee gives the other written notice of its intention to terminate at least sixty (60) days prior to the effective date of the termination.
2. **Rent.** Commencing on Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor a monthly rent in the amount of \$250.00. Monthly rent for any period less than one (1) month shall be prorated on the basis of a thirty (30)-day month. Rent and all other sums payable by Lessee hereunder shall be paid to Lessor without deduction, setoff or demand.
3. **Charges for Late Rent.** If any rent or other sums due and payable by Lessee are not timely paid by the due date, interest shall accrue on such payment, from the date such payment became due until paid at the lesser of a rate of nine percent (9%) per annum or the maximum rate permitted by law. Lessee acknowledges that late payment by Lessee will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Lessor by the terms of any note secured by a mortgage covering the Premises. Therefore, in addition to interest, if any amount is not paid when due, or within three (3) days thereafter, a late charge equal to five percent (5%) of the amount then due shall be assessed. Such interest and late charges are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any of Lessor's rights or remedies under any other provision of this Lease.
4. **Security Deposit.** A security deposit in the amount of \$0.00 ("Security Deposit") shall be delivered by Lessee to Lessor upon execution of this Lease and shall be held by Lessor as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. Further provisions regarding the Security Deposit are set forth in the Nonstandard Rental Provisions Addendum attached hereto, which addendum is hereby incorporated by reference.
5. **Lessor's Furnishings; Lessee Property.** The Premises have been furnished by Lessor with certain appliances, equipment, furniture, furnishings, and other décor as specifically set forth on Exhibit A ("Lessor's Furnishings"), which shall not be removed from the Premises upon the termination of this Lease and shall be returned to Lessor by Lessee in a "like" condition. Provided that Lessee complies with all governmental laws

and the terms of this Lease, Lessee shall have the right to place such additional appliances, furniture, furnishings and other personal property ("Lessee's Property") in the Leased Premises as Lessee deems necessary, which shall remain the property of Lessee and may be removed upon the expiration of the term of this Lease provided that Lessee shall have fully performed all the covenants and agreements to be performed by Lessee under the provisions of this Lease and further provided the Premises are restored to the condition that they were in prior to the installation of any Lessee's Property by the Lessee.

6. Use and Care of Premises. The Premises shall only be used as a residence. Lessee shall allow no pets to reside in the Premises without the prior written consent of Lessor, which consent shall be in the sole discretion of Lessor and may be conditioned on the receipt of additional security deposit. The Premises shall be maintained in a clean and presentable condition at all times for purposes of showings to prospective buyers or tenants.
7. Structural Alterations, Additions and Painting. No structural alterations or additions shall be made by Lessee during the term of this Lease, in or to the Premises, without the prior written consent of Lessor, which consent shall be in the sole discretion of Lessor. Lessee shall not paint or disturb painted surfaces in or on the Premises without the prior written approval of Lessor, which consent shall be in the sole discretion of the Lessor. Any alterations or additions to be made shall comply with appropriate building code and zoning ordinances. All additions or alterations as made shall, at the option of Lessor, become part of the Premises and property of Lessor or, upon termination of the Lease, Lessor may demand that Lessee remove the same and restore the Premises to the exact condition they were in prior to Lessee's occupancy.
8. Utilities and Services. Lessor shall pay all heat (gas) charges for all buildings on the premises (farm house, residence, milk house, warming sheds), electricity (farm house, milk house, warming sheds), and internet and phone charges in the farm house.

Lessee shall pay all electricity, television, internet, and phone charges used in the farm residence.

9. Taxes. Property owner (Wisconsin Department of Natural Resources) shall pay the real estate taxes levied or accrued in respect of the Premises.
10. Repairs and Maintenance. Lessee shall keep and maintain the Premises in good condition and repair, except for casualty losses and ordinary wear and tear. Lessee shall also be responsible for repairing and replacing any damage caused to the Premises, whether directly or indirectly, during Lessee's occupancy of the Premises, unless caused by Lessor's intentional or negligent conduct.

Lessor does not warrant the quality or adequacy of the Premises. Lessee hereby accepts the Leased Premises in its "AS IS" condition with no representations or warranties, express or implied.

If Lessee refuses or neglects to commence or complete repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the costs thereof to Lessor upon demand. Lessee shall comply with the directions of proper public officers as to the maintenance of the Premises and shall comply with all health and police regulations applicable to or affecting the Premises.

Lessee shall undertake appropriate measures to maintain the Premises in a sanitary condition and free from rodents and/or pests.

Lessee shall be responsible for snow removal and lawn and landscape maintenance for the Premises.

11. Lessor's Right of Entry. Lessor may enter into and on the Premises, including any building or structure thereon, at all reasonable hours for the purpose of examining or inspecting the conditions thereof in order to exercise any right or power reserved to Lessor under the terms and provisions of this Lease. Lessor will provide a twenty-four hour notice to Lessee prior to entry, unless an emergency exists.
12. [Intentionally Omitted]
13. Restrictions Against Liens. Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations or maintenance authorized by Lessee and approved by Lessor of any and all buildings on the Premises, and Lessee shall keep the Premises and the structures thereon free and clear from all liens of mechanics or materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of such structures.
14. Non-Liability of Lessor. All property in or about the Premises belonging to Lessee or its invitees shall be there at the risk of Lessee or other person only, and Lessor shall not be liable for damage thereto or theft, misappropriation or loss thereof.
15. Indemnity. Lessee shall hold Lessor harmless from any and all claims or liability and shall further indemnify Lessor for any injury or damage to any person or property whatsoever occurring, when such injury or damage shall be the act, neglect, fault of, or omission of any duty or obligation with respect to the same by Lessee or invitees or which otherwise arises out of or resulting from Lessee's use and occupancy of the Premises or any equipment therein. Lessor's right to indemnification from Lessee, as provided for in this Lease, shall survive the expiration or termination of the Lease, whether such expiration or termination occurs by lapse of time or otherwise.
16. Waste. Lessee shall not suffer or permit any waste, or overloading, damaging or defacing of the Premises, or any uses thereof which shall be unlawful, improper, or contrary to any law of the State of Wisconsin, or any ordinance of the municipality in which the Premises is located, or any rules or regulations of any public authority.

Lessee agrees that no act or thing shall be done on the Premises which may void, or make avoidable, any insurance on the Premises, or any part thereof.

17. Assignment and Subleases. Lessee may not assign or transfer this Lease or sublease the whole or any part of the Premises without the written consent of Lessor, which consent shall be in Lessor's sole discretion.
18. Compliance with Laws. Lessee agrees to observe and comply with all rules, regulations and laws now in effect, or which may be enacted during the continuance of this Lease, by any municipal, county, State or Federal authorities having jurisdiction over the Premises.
19. Default. This Lease is made upon the condition that Lessee shall punctually and faithfully perform all of the covenants and agreements by Lessee to be performed as herein set forth, and if any of the following events of default shall occur, to-wit:
 - A. The rent or any other sums required to be paid by Lessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for three (3) days after the due date; or
 - B. There be any default in the observance or performance of any of the other covenants, agreements or conditions of this Lease on the part of Lessee to be kept and performed, and said default shall

continue for a period of ten (10) days after written notice thereof from Lessor to Lessee (unless such default cannot be reasonably cured within ten (10) days and Lessee shall have commenced to cure said default within said ten (10) days and continues diligently to pursue the curing of the same); or

- C. Any proceedings in bankruptcy, insolvency or reorganization shall be instituted by or against Lessee pursuant to any federal or state law, or any receiver or trustee shall be appointed for all or any portion of Lessee's business or property, or any execution or attachment shall issue against Lessee or Lessee's business or property or against the leasehold estate created under this Lease or Lessee shall be adjudged a bankrupt or insolvent, or Lessee shall make an assignment for the benefit of creditors, or Lessee shall file a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangement with Lessee's creditors under any federal or state law; or
- D. The leasehold estate hereby created shall be taken on execution or by other process of law; then, and in any of said cases, Lessor, at Lessor's option, may terminate this Lease and reenter upon the Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Lessee may then be in default and accrued up to the time of such entry, including damages to Lessor by reason of any breach or default on the part of Lessee, or Lessor may, if Lessor elects so to do, bring suit for the collection of such rents and damages without entering into possession of the Premises or voiding this lease. In addition to all other sums due and owing from Lessee to Lessor, as the result of Lessee's default in any term or condition set forth in this Lease, Lessee shall be responsible for and shall pay to Lessor all of Lessor's costs and expenses, including actual attorneys' fees, incurred by Lessor in enforcing Lessee's obligations pursuant to this Lease.
20. Quiet Enjoyment. Lessor agrees that if the rent aforesaid shall be paid as hereinabove provided and Lessee shall keep and perform the covenants of this Lease on the part of Lessee to be kept and performed, Lessee shall peaceably and quietly hold, occupy and enjoy the Premises during the term hereof, without hindrance or molestation by Lessor or any person or persons lawfully claiming under Lessor.
21. Lessor's Remedies: Cumulative, etc. Each right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other such rights, powers or remedies.
22. Waiver. Any assent, express or implied, by Lessor to any breach of any agreement or condition herein contained, or any waiver, express or implied, by Lessor of any such agreement or condition herein contained shall operate as such only in specific instances, and shall not be construed as an assent or waiver of any such agreement or condition generally or of any subsequent breach thereof.
23. Notices. Any notice or other communication required by or permitted to be given in connection with this Agreement shall be in writing, and shall be delivered in person or sent first class overnight mail, certified or registered mail, return receipt requested, postage prepaid, or by overnight commercial delivery service or by facsimile to the respective parties at the addresses set forth below, or at such other address as may be specified from time to time in writing delivered by the other party:

To Lessor:

Milwaukee Board of School Directors

5225 W. Vliet St., Room 273
Milwaukee, WI 53208

To Lessee: Austin Weber
S40w35961 County Rd. C
Dousman, WI 53118

The persons and places to which notices are to be mailed may be changed from time to time by Lessor or Lessee upon written notice to the other.

24. Construction of Agreement; Choice of Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Wisconsin, and shall further be construed without regard to any presumption or rule requiring construction against the party causing the Agreement to be drafted. Any litigation between the parties in this Lease shall be initiated in Milwaukee County, Wisconsin.
25. Condemnation. In the event the Premises, or any part thereof, shall be taken in condemnation proceedings, or by exercise of any right of eminent domain or by private sale in lieu of condemnation, the Lessor and the Lessee shall be entitled to share in the award made in any such proceedings, based on their respective interests in the Premises. Lessor shall have no interest in any relocation expense awarded Lessee.
26. Casualty. If any damage or destruction occurs to the Premises during the term of this Lease and either (i) the cost to repair the damage exceeds Ten Thousand and No/100 Dollars (\$10,000.00), or (ii) cannot, despite diligent, good faith efforts be repaired or restored within thirty (30) days following the date on which such damage occurs, or (iii) such damage or destruction occurs during the last three (3) months of the Lease term, then Lessor may, at its sole discretion, terminate this Lease upon giving thirty (30) days written notice to Lessee. Otherwise, to the extent of available insurance proceeds and/or or to the extent that municipal and governmental entities with jurisdiction over the Premises allow repairs, Lessor shall diligently proceed to repair and restore the damaged portions thereof, other than the Lessee's Property, to substantially the same condition as existed immediately prior to such fire or casualty.
27. Entire Agreement. This Agreement evidences the entire agreement between the parties hereto with respect to the matters provided for herein and there are no agreements, representations or warranties with respect to any matters provided for herein other than those set forth herein.
28. Severability. The parties agree that, if any provision of this Agreement shall, under any circumstances, be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the parties shall be construed and enforced accordingly.
29. Amendment and Modification. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
30. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their permitted respective heirs, successors, personal representatives and assigns.
31. Surrender; Holding Over. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term. If Lessee remains in possession of the Premises after the expiration of the

term, or after termination of this Lease, and without the execution of a new Lease, Lessee shall be deemed to be occupying the Premises as a lessee from month-to-month, on the same terms conditions, provisions, and obligations of this Lease, and monthly rent shall automatically be increased to One Hundred Fifty percent (150%) of the monthly rent in effect for the month immediately preceding the commencement of the holding over. The inclusion of this paragraph or acceptance by Lessor of any rent after the expiration of the term or termination of this Lease shall not constitute permission for Lessee to hold over. Lessee expressly waives any requirement for Lessor to give Lessee any notice to quit the Premises, whether at the end of the term or during any hold-over period. Lessee shall be responsible for all costs and damages incurred by the Lessor as a result of Lessee's holding over, including but not limited to, attorneys' fees.

32. **Subordination.** This Lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages on the underlying financing of the Lessor which affect the Premises or any part thereof and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall on demand execute, acknowledge and deliver to Lessor without expense to Lessor any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor, in addition to any other remedies available and consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney-in-fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, Lessor's successors and assigns, as Lessee's attorney-in-fact for that purpose.

33. **Estoppel Certificate.** Within (10) days after demand in writing by Lessor, Lessee shall deliver to Lessor or third party designated by Lessor, a certificate, in recordable form, stating (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee, the then status of rental payments, and other matters reasonably requested. The delivery of such statement shall constitute an irrevocable waiver of all claims of whatever nature by Lessee against Lessor arising out of or in any way connected with this Lease, other than claims specified therein or other than claims not then accrued. If the certificate is not delivered by Lessee within the ten (10) day period, then Lessee hereby appoints Lessor as its attorney in fact for the purpose of executing such certificate.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this _____ day of _____, 2020.

LESSOR:

Milwaukee Board of School Directors

By: _____

LESSEE:



Printed Name: Austin Weber

EXHIBIT A

LESSEE'S FURNISHINGS

- All kitchen appliances (refrigerator, dishwasher, and stove)
- Washer and dryer

NONSTANDARD RENTAL PROVISIONS ADDENDUM

If Lessee defaults with respect to any provision of the Lease, Lessor may use all or any part of the Security Deposit for the payment of any rent and any other sum due or in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer by reason of Lessee's default.

If any portion of the Security Deposit is used, Lessee shall within five (5) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount and Lessee's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to interest on the Security Deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the Security Deposit or any balance thereof shall be returned to Lessee upon vacation of the Premises in accordance with the provisions of the Lease. Said Security Deposit shall not be deemed an advance payment of rent or a measure of Lessor's damages for any default under the Lease by Lessee.

Lessee and Lessor acknowledge and agree that: (1) the provisions set forth in this Nonstandard Rental Provisions Addendum are considered NONSTANDARD RENTAL PROVISIONS pursuant to Wisconsin Statutes Section 704.28, (2) Lessor has discussed these NONSTANDARD RENTAL PROVISIONS with Lessee, and (3) Lessee has read, understands, and agrees to the NONSTANDARD RENTAL PROVISIONS.

Lessee Initials: AW

Lessor Representative Initials: _____