

Garden Lease

Lessor: Redevelopment Authority of the City of Racine, Wisconsin

Lessee: Racine Urban Garden Network under Racine/Kenosha Community Action Agency

Lessee's Address: Lynne Leithleiter, 424 Lake Ave Apt 502, Racine WI 53403

1. Leased Premises. The LESSOR, in consideration of the payment of the Basic Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the following described premises, which are hereinafter referred to as the "Leased Premises":

734 South Marquette Street, Racine, Wisconsin 53403

2. Term of Lease. This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Commencing Date: March 1, 2010

Ending Date: February 29, 2015

3. Use of Premises. The premises shall be used and occupied by LESSEE for the following purpose:

To establish an urban flower/vegetable garden, and for related and compatible uses and for no other purpose without the prior written consent of LESSOR.

4. Basic Rent. Rent shall be paid in advance, at the time the lease is signed.

Rent per year: \$1.00

Provided, however, that no rent shall be due if this lease is terminated pursuant to paragraph 8 hereof.

5. LESSEE's Insurance. LESSEE shall maintain during the term of this lease and upon the leased premises certain insurance coverage, which will be provided by Racine/Kenosha Community Action Agency under the terms of a Memorandum of Understanding between Racine/Kenosha Community Action Agency and Racine Urban Garden Network.

Such insurance shall: (1) name both the Redevelopment Authority and the City of Racine, their elected and appointed officers, employees and agents as additional insureds; (2) be primary with respect to LESSOR'S insurance or self-insurance program; (3) contain a standard cross liability endorsement; (4)

not exclude explosion, collapse and underground property damage; and (5) be written on an "Occurrence" Form policy basis

6. Indemnity. The LESSEE agrees to indemnify, defend, save, and hold harmless the LESSOR and the City of Racine and any of their agents, officers, or employees from all claims, demands, actions or causes of action of whatever nature or character, whether or not such claims, demands, actions or causes of actions are based upon the acts or omissions (except willful misconduct and negligence of LESSOR or the City, or their agents, officers, or employees, arising out of or by reason of the Lease of the herein described premises by the LESSOR to the LESSEE, or the use of condition of the premises, or as a result of the operations or business activities taking place on the premises). Subject to paragraph 8 hereof, it is fully understood and agreed that LESSEE is aware of the conditions of the leased premises and leases the same "as is".
7. Right of Entry. At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter upon the Leased Premises during reasonable business hours for the purpose of examining and inspecting the same.
8. Testing for Hazardous Materials. If the leased premises has not been previously gardened, the Lessee shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the Redevelopment Authority. If the leased premises has been previously used for commercial or industrial purposes, the lessee shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs). Notwithstanding anything in this agreement or anything else to the contrary, neither the Redevelopment Authority nor the City warrants the condition of the premises with respect to the existence or non-existence of hazardous materials on the premises or the premises being fit for the intended use of or by the LESSEE.
9. Plan Commission Approval. Community gardens require a conditional use permit approved by the Plan Commission. Lessee shall be responsible for the application and fees associated with the conditional use permit.
10. Additional Provisions. The LESSEE agrees to the following provisions: land.
 - A. Soil shall not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property.
 - B. The Leased Premises shall be kept free of trash.
 - C. Grass shall be cut both on lot and on adjacent boulevard on a regular basis, as necessary.
 - D. Any fences, screening, lattice work, compost bins, etc. must be removed from the Leased Premises upon expiration of the lease, unless prior written permission is obtained from REDEVELOPMENT AUTHORITY.

E. The Leased Premises shall be cleaned of all plant materials upon expiration of the lease.

F. Composting of vegetable matter shall be allowed during the lease period.

11. Termination of the Lease. The LESSOR or LESSEE reserves the right to terminate the Lease for any reason at any time, provided either gives the other at least thirty (30) days written notice of the termination.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2010.

Approved as to form:

LESSOR:

REDEVELOPMENT AUTHORITY

Signature/Title

LESSEE:

RACINE URBAN GARDEN NETWORK

Signature/Title

COMMUNITY ACTION AGENCY

Signature/Title

Insurance and Liability Requirements

Following is the required insurance coverage. Provide proof of insurance.

LIABILITY AND INSURANCE - The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

- (a) **WORKER'S COMPENSATION INSURANCE** - Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All Subcontractors and material men shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (b) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - EMPLOYEE FIDELITY** - Coverage to include premises and operations; Contractor's protective insurance products and completed operations coverage contractual – including some negligence coverage; underground coverage; employee honesty coverage all subject to the following limits:

BODILY INJURY.

\$500,000.00 COMBINED SINGLE LIMIT

PROPERTY DAMAGE.