

LEASE AGREEMENT
BETWEEN MANCORAD AND CITY OF MANITOWOC

This Lease Agreement is hereby entered into by and between the City of Manitowoc, Wisconsin, a municipal corporation, ("City") and MANCORAD Radio Club, Inc., a Wisconsin corporation ("Club").

The City and the Club hereby agree as follows:

1. **Premises Leased.** The City hereby leases to the Club and the Club leases from the City, all in accordance with the terms of this Lease Agreement, the following described premises:

Two rooms of the second floor of the City of Manitowoc Former Armory, 930 N. 18th Street, Manitowoc, Wisconsin, which comprises the Emergency Operation Center (EOC).

2. **Consideration.** Rent shall be payable from the Club to the City in the amount of One Dollar (\$1.00) per year.
3. **Term.** This Lease Agreement shall continue unless one party gives 90 days written notice to the other of its intent to terminate this lease.
4. **Conditions of Lease.**
 - a. **Use of Premises.** The Club agrees to use the leased premises only as a base for its radio operations and to conduct classes for area residents who wish to become F.C.C. licensed amateur radio operators.
 - b. **Hours.** The Club shall be permitted to use the leased premises as needed for Club business, classes, and in the event of emergency situations requiring the use of the radio facilities. In the event of such emergency, a Club representative shall notify the Director of Public Infrastructure or designee and the Manitowoc Police Department of its use of the leased premises. The Club also agrees to provide the Director of Public Infrastructure its schedule for regular use of the leased premises.
5. **Non-assignable.** This lease shall not be assignable by the Club without prior written permission of the City.
6. **Maintenance.** The Club agrees to maintain the leased premises in its current condition, reasonable wear and tear accepted. The Club shall sweep, mop, and clean the rooms on a regular basis and remove trash from the rooms weekly.
7. **Insurance.** During the term of this Lease Agreement, the Club shall maintain general liability insurance with limits not less than \$2,000,000 aggregate; \$1,000,000 personal injury; \$1,000,000 each occurrence; \$10,000 medical expense any one person; \$100,000 fire damage, any one fire; and the policy should be written on a "per occurrence" basis. Further automobile liability insurance shall be maintained by the Club with limits not less

than \$1,000,000. The Club shall provide the City with current certificates of this insurance coverage throughout the lease term. The City of Manitowoc shall be named as additional insured. No policy for insurance shall be canceled for any reason during the term of the Lease Agreement without thirty (30) days prior written notice to the City.

8. Alcohol. No alcoholic beverages shall be served, sold or consumed on the leased premises.

Dated this ____ day of _____, 2016.

MANCORAD RADIO CLUB, INC.

CITY OF MANITOWOC

Scott Blair, President

Justin Nickels, Mayor

Steve Weinert, Secretary

Jennifer Hudon, City Clerk