

Sample
REAL ESTATE LEASE BETWEEN

AND _____

This Lease is entered into by and between the _____, a non-profit, religious corporation (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee").

1. **Leased Premises.** Lessor leases to Lessee approximately _____ square feet, more or less, inside the building for its exclusive, or non-exclusive (strike one) use, commonly known as _____. Lessor leases to Lessee approximately _____ square feet for the (bathrooms, kitchen, etc.) Said rooms and sites may be adjusted with the mutual consent of all parties. The inside space is as depicted on the sketch which is attached hereto as Exhibit A and incorporated herein by reference.

Further, Lessor leases to Lessee, exclusively, or non-exclusively, (strike one) additional area outside of the building as further indicated herein as Exhibit B.

2. **Term of Lease.** The term of this Lease shall be one year, beginning _____, and ending on _____. Either party may terminate this Lease with a 60-day notice to the other, provided in writing, not earlier than or after the 60th day from the last day of the lease term.

3. **Rent.** Lessee shall pay Lessor the sum of _____ per year in equal monthly installments commencing on _____, and on the first day of each month for the term of this Lease.

4. **Taxes and Special Assessments.** In the event real estate taxes and/or special assessments are assessed against the Premises, the Lessee shall pay all such taxes and special assessments. Lessee shall pay all personal property taxes assessed or charged against Lessee=s property and all personal property within the leased Premises. Lessee shall receive the depreciation on all property in which Lessee pays personal property taxes.

5. **Utilities.** Lessor or Lessee (strike one) shall be responsible for electric, gas, sewer and dumpster costs. Lessee shall be responsible for its own phone, internet, cable and all other utility costs that Lessee incurs, but not for utility costs incurred by Lessor.

6. **Use.** Lessee agrees that use of the Premises will comply with all federal, state, and local laws and regulations and not increase the Lessor's insurable risk.

7. **Cleaning.** Lessee shall provide cleaning services. Lessor agrees to be responsible for maintenance and prompt snow removal on all sidewalks, parking lots, and driveways, to be responsible for lawn care during the spring and summer months, and will pick up garbage in the evening four (4) times per week.

8. **Repair and Maintenance.** Lessee shall be responsible for the routine maintenance of the leased Premises and any damage to the leased Premises caused by its use.

9. **Improvements.** Lessee shall pay for whatever improvements they wish to make over the current condition of the building. Major structural improvements will need to be approved by the Lessor consistent with local, state and federal codes.

10. **Alteration/Decorating.** Lessee shall not make any alterations or do any decorating on the interior or exterior of the Premises or to the plumbing, heating and/or air conditioning systems without the prior written consent of the Lessor. Any and all damages caused by reason of said alterations or decorating shall be repaired by the Lessee. All such improvements, other than the Lessee=s trade fixtures, shall, at the end of the term of this Lease, become the property of the Lessor.

11. **Asbestos.** If Lessee=s school is covered by the EPA AHERA Asbestos Standard 40 CFR 763, then Lessor will supply, at Lessor=s expense, an Asbestos Designated Person per the EPA Standard 40 CFR 763 (AHERA) to advise, periodically inspect the facilities and make all final decisions pertaining to materials containing asbestos.

If Lessee=s school is covered by the EPA AHERA Asbestos Standard 40 CFR 763, then Lessor shall provide copies of all necessary EPA AHERA records and updates (i.e.: the required annual notifications, periodic surveillances, three-year re-inspection, etc.) to Lessee. Lessee shall be responsible for obtaining the required 2-hour

asbestos awareness training (as defined in the EPA Standard 40 CFR 763) for any of its custodial employees. However, at Lessee=s request, Lessor will lend Lessee its commercially purchased videotapes which satisfy the required 2-hour asbestos training at no cost, other than shipping both ways. Lessee will be responsible for any damage or loss to the videotapes and return the videotapes in a timely fashion.

If Lessee=s School is not covered by the EPA AHERA Asbestos Standard 40 CFR 763, but during the course of this lease becomes an AHERA regulated tenant, then all subject building AHERA records will be provided (i.e.: original inspection, periodic surveillance, 3-year re-inspection, etc.) to Lessee as soon as reasonably possible. Lessee must then obtain 2-hour asbestos awareness training (as defined in the EPA AHERA Standard 40 CFR 763) for any of Lessee=s custodial employees.

The space occupied by Lessee will require additional periodic surveillance inspection and 3-year re-inspection as required by AHERA which will be performed by Lessor=s representative.

Custodial activities performed in common areas in the subject building (i.e.: hallways, stairwells, gymnasium, toilet/shower facilities, cafeteria, boiler/mechanical rooms) will be performed by custodial personnel with 2-hour Asbestos Awareness Training per EPA Standard 40 CFR 763. Lessee shall grant Lessor asbestos inspection representatives access to leased space for periodic surveillance inspections and three-year re-inspections upon 24 hours written notice.

Lessee agrees not to disturb any building materials or mechanical systems without prior consent and review by Lessor=s Asbestos Designated Person for the subject property. This includes, but is not limited to, any renovations, maintenance activities or altering/repairing mechanical systems. Review by Lessor shall be prompt and consent not unreasonably withheld.

If Lessee disturbs any building materials or mechanical systems with asbestos containing material (ACM) (as defined in AHERA as an asbestos fiber release episode) without disclosure or prior approval by Lessor=s Asbestos Designation Person, Lessee is liable for any abatement activity, costs or damages, abatement or cleanup activities required by EPA AHERA Standard 40 CFR 763.

Any damage to ACM materials shall be reported to the Landlord's Asbestos Designation Person as soon as possible.

12. **Access.** Lessor shall have access to the Premises at reasonable times for the purpose of examining the same, or making any alterations or repairs thereto. Except in the event of an emergency, such access shall be restricted to normal working hours where Lessee is present. Commencing with the expiration date of the required notice of renewal of this Lease and the failure of Lessee to renew as provided herein, the Lessor shall have the right upon reasonable notice to show the Premises to prospective tenants and to otherwise indicate that the Premises are for lease.

13. **Public Liability Insurance.** Lessee shall maintain public liability insurance in the amount of not less than _____ per occurrence for the duration in which Lessee rents or the Premises, and shall name the _____ as an additional insureds on such policy of insurance. It is further agreed that Lessee agrees to protect, indemnify, defend and hold harmless the _____ against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by Lessee or its employees, agents, members or officers.

14. **Fire Damage Insurance.** Lessee shall maintain fire damage insurance (fire legal liability) for the term of this Lease. Lessee agrees to maintain fire damage coverage in the minimum amount of _____.

15. **Worker s Compensation Insurance.** Lessee shall maintain worker=s compensation insurance for its employees as required by law.

16. **Additional Insured.** Lessee will name the _____ as an additional insureds on its public liability insurance policy for the duration of Lessee's renting or using the Premises for claims arising out of Lessee's operations or made by Lessee's employees, agents, students, guests, customers or invitees. Lessee must verify that its insurance policy is primary in the event of a covered claim or cause of action against Lessor. Lessee will provide proof to Lessor that the insurance requirements have been met as outlined in this contract. If and only if Lessee fails to fulfill the insurance

requirements contained in this addendum, then Lessee agrees to defend, hold harmless and indemnify Lessor and the _____ against and from any claim or cause of action arising out of Lessee's operations or any claim or cause of action which is brought against Lessor or _____ by Lessee, its employees, agents, students, guests, customers, invitees which is alleged against Lessor or the Diocesan Bishop, even if such claim or cause of action arose from the negligence of Lessor, its employees or volunteers, or the negligence of any other individual or organization.

17. **Indemnification.** Lessee agrees to indemnify and save harmless the Lessor against and from any and all liability arising from claims by or on behalf of any person, firm or corporation, to the extent that such claim(s) arise from the conduct or management of any work or thing whatsoever done by Lessee. Lessee agrees to further indemnify and save Lessor harmless against and from any and all liability arising from such claim(s) to the extent that such claims) arise from the breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Lease, or to the extent arising from any tortious acts or omissions of the Lessee, or any of its agents, contractors, servants, employees or licenses, and from and against all resulting reasonable costs, expenses and liabilities incurred with respect to any such tortious act or omission.

Lessor agrees to indemnify and save harmless the Lessee against and from any and all liability arising from claims by or on behalf of any person, firm or corporation, to the extent that such claims arise from the conduct or management of any work or thing whatsoever done by or on behalf of the Lessor or any agent or contractor of Lessor in on about or from transactions of the Lessor concerning the Premises or the building in which the Premises are located, and will further indemnify and save Lessee harmless against and from any and all liability arising from such claims to the extent that such claims) arise from any breach or default of the part of the Lessor in performance of any covenant or agreement on the part of Lessor to be performed pursuant to the terms of this Lease, or the extent that such claims arise from any tortious act or omission of Lessor, its agents, contractors, servants, employee or licensees, and from and against all resulting reasonable costs, expenses and liabilities incurred with respect to any such tortious act or omission.

18. **No Assignment or Subletting.** The Lessee may not sublet or assign the demised Premises in whole or in part, without the expressed written consent of Lessor, which consent shall not be unreasonably withheld.

19. **Destruction of Leased Premises.** If the Premises are damaged by fire, the elements or other casualty, but are not thereby rendered untenable in whole or part, the Lessor shall cause the same to be repaired and the rent shall not be abated. If, by reason of such occurrence, the Premises are rendered untenable, in part,

Lessor shall cause the damage to be repaired and the rent for said Premises shall be abated proportionally as to the portion of the Premises rendered untenable. If the portion of the Premises which is rendered untenable shall exceed or equal 15% of the leased Premises, then the Lessor or Lessee, may at its option, terminate this Lease and the tenancy herein, by giving to the opposite party ten (10) days written notice of the intent to terminate tenancy, which notice must be given within twenty (20) days following the date of said occurrence. In the event of such termination, rent shall be abated in proportion and adjusted to such date.

20. **Condemnation of Premises.** If Lessee's space is the demised Premises or any part thereof involving an excess of 15% of the floor area thereof shall be taken in any proceeding by the public authorities through condemnation or otherwise be acquired for public or private purposes, then the Lessor or Lessee may at its option terminate this Lease by giving to the opposite party ten (10) days written notice of intent to terminate tenancy, which notice must be given within twenty (20) days following the date of said occurrence, in which case any unearned rent shall be refunded to Lessee. If 15% or less of the floor areas of the said demised Premises is taken in such condemnation or other proceeding, but Lessor or Lessee elects not to terminate this Lease, then Lessor shall promptly restore that part of the Premises not so taken to a complete architecturally sound structure and shall reduce the rent payable for the Premises by the same proportions as that amount of the entire floor area of the

said Premises is reduced by such condemnation or other proceedings. In any such proceeding whereby all or part of said Premises shall be taken, whether or not Lessor or Lessee elects to terminate this Lease, the award for the value of the real estate so acquired, including building fixtures and the value of the leasehold, shall belong to the Lessor; provided, however, that the Lessee shall have the right to awards from or claims against the condemner for the taking of any of Lessee's property, including equipment and trade fixtures, and the unamortized value or other ownership interest of any interruption of Lessee's business.

21. **ADA Compliance.** In the event that any public authority determines that the Premises are required to be ADA compliant requiring structural improvements, in excess of \$500, then either party may terminate this Lease or negotiate responsibility for such improvements.

22. **Default Remedies.**

A. **Lessee's Default:**

1. **Right to Re-enter.** In the event of any failure of Lessee to pay any rent due hereunder when due or any failure to perform any other term, condition or covenant of this Lease, or if Lessee or its agent falsifies any report required to be furnished Lessor under the terms of this Lease, or if Lessee or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor's proceeding or have filed against Lessee under any federal or state statute a petition in bankruptcy or insolvency or for re-organization or for the appointment of a receiver or trustee of all or

a portion of Lessee's property, or if Lessee makes any assignment for the benefit of creditors or petitions for or enters into any arrangement, or if lessee abandons the Premises or suffers this Lease to be taken under any writ of execution, then Lessor shall have all rights and remedies provided by law, and in addition, shall have the immediate right to re-enter, after fifteen (15) days notice to Lessee of the default and Lessee's failure to cure the default. When Lessor has the right to re-enter, it may remove all persons and property from the Premises and such property as is removed, may be stored in a public warehouse at the cost of Lessee.

2. **Right to Relet.** Should any event of default, as enumerated in the prior section, occur and Lessor elects to re-enter, Lessor may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to relet the Premises and/or any part thereof on such terms and conditions as Lessor deems necessary. Upon reletting, all rentals received by Lessor from such reletting shall be applied towards the payments of any indebtedness of the Lessee under its obligation past due, at that time, then to the payment of all current rental payments due from Lessee, then to the payments of any future rent due and payable hereunder, then the payment of any costs and expenses of reletting said Premises. If such rentals received from reletting during any month are less than the amount to be paid by Lessee hereunder, Lessee shall pay such deficiency. If such rentals create a surplus and Lessor has not terminated this Lease, such surplus shall be paid to Lessee, monthly. No such re-entry or taking

possession of such Premises by Lessor and reletting by Lessor shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach. In determining the rent which would be payable by Lessee hereunder subsequent to default, the annual rent for each year of the unexpired term during which such default continues shall be equal to the rentals reserved in Article 3.

B. **Lessor's Default.** If Lessor shall default in the performance or observance of any agreement or condition of this Lease contained in its part to be performed or observed, or shall default in the payment of any tax or other charge which shall be a lien upon the leased Premises or in the payment of any installment of principal or interest upon any mortgage which shall be prior in time to the lien of this Lease, and if Lessor shall not cure such default within thirty (30) days after notice from Lessee specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Lessee may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of Lessor, and any amount paid by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to immediately reimburse Lessee therefore, provided that Lessee may

cure any such default as aforesaid prior to the expiration of said waiting period, but after said notice to Lessor, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Lessee's interest therein or to prevent injury or damage to persons or property. In the event Lessor fails to reimburse Lessee immediately upon receipt of Lessee's invoice sent in the fashion of a notice per paragraph 29.A., hereof, then Lessee may thereupon setoff such invoiced amount against future payments of rent reserved hereunder together with interest at the rate of 12% per annum on the unpaid balance until such invoice is completely paid.

23. **No Waiver of Subrogation.** Lessor does not waive any rights of recovery against the Lessee for damages that are covered by the Lessor's property insurance coverage. Lessee and Lessor agree that this addendum overrides any and all portions of previous agreements between Lessee and Lessor that contain language in contradiction with this contract.

24. **No Agency.** The Lessee is not part of the Lessor, the _____ or any parish, is not affiliated or sponsored by the Diocese or any parish, and is not an agent of the Diocese or any parish. The Lessee does not speak for or represent the Diocese or any parish.

25. **Fund Raising Restriction.** The Lessee shall not engage in any fund raising activities that would interfere with any _____ or Lessor fund raising.

26. **Roman Catholic Teachings.** The Lessee acknowledges that the Premises are owned by a Roman Catholic Parish within the Diocese of La Crosse. In addition, the Lessee acknowledges that the purpose of the Lease is to permit the Lessee to operate a _____. Lessee therefore agrees that it shall engage in no activity or function inconsistent with the teachings of the Roman Catholic Church which cause or may cause scandal. In the event that any such activity occurs, the Lessor may cancel this Lease at its sole and exclusive discretion.

27. **Safe Environment for Children.** The Lessor is committed to creating and maintaining a safe environment for children. As a condition of this Lease, the Lessee acknowledges that it has been provided with a copy of the Diocese of La Crosse Safe Environment Program, warrants that at its exclusive expense and direction it will undertake a substantially similar Safe Environment Program of employee/volunteer screening and education procedures, provide the Lessor with a copy and annually certify to the Lessor its compliance with such procedures.

28. **Severability.** If any paragraph of this Lease is deemed or is determined to be in conflict with local, state or national statutes, both Lessee and Lessor agree that the portion of the Lease which is in conflict with the law will be stricken from the Lease with the remainder of the Lease remaining binding for both parties.

29. **Amendments.** Any amendments to this Lease shall be made upon mutual agreement of the Lessor and the Lessee. Any amendments shall be in written form signed and dated by both parties.

30. **Miscellaneous.**

A. **Notices.** Any notices required to be given by or to any party hereto under the terms of this Lease may be affected by personal delivery thereof upon a party, a party's registered agent or President, or by mailing such notice by first-class postage, prepaid, return receipt requested, to the last known mailing address of any party, registered agent or President of any party.

B. **Applicable Law.** This Lease shall be construed in accordance with the laws of the State of Wisconsin as a Wisconsin contract.

C. **Non-Waiver.** The failure of either party to exercise or to complete the exercise of any right or remedy permitted hereunder shall not be deemed a waiver of that party's right to insist upon full performance of any condition hereof in the future.

D. **Consent.** Wherever the consent of a party to an act is required under this agreement such consent shall not unreasonably be withheld.

E. **Headings.** The article headings herein have been inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Lease nor in any way affect the same.

F. **Entire Agreement.** This Lease contains the entire written agreement between the parties and may only be changed in writing, signed by the parties against who enforcement of the changes, modifications or discharges apply.

G. **Binding.** This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

[Signatures on following page]

DATED this ____ day _____, 2008.

Lessee:

Lessor:

By:

President

By:
