

**LEASE FOR
EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES**

This Lease by and between the County of Eau Claire 'Lessor', a quasi-municipal corporation duly organized under the laws of the State of Wisconsin and Eau Claire Curling Club, Inc., Inc. 'Lessee'. Unless otherwise specified, the Eau Claire County Committee on Administration shall act as the representative and shall stand in the position of the Lessor, as that term is used in this Agreement as to all matters of enforcement and interpretation.

ARTICLE I

DESCRIPTION OF LEASED PREMISES.

The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Multi-Purpose Exhibit Building from October 15 to April 15 for curling activities. Lessee shall have exclusive use and control of the ice area, and with the Eau Claire Jaycees, Inc. shall have exclusive use and control of the storage/compressor area, meeting room, club room, and locker rooms. Lessee and the Jaycees shall have use of the kitchen and bathrooms. If not being used by Lessee or the Jaycees and if final building design allows, the kitchen and bathrooms shall be available to all approved third parties. Lessee with Jaycees shall have exclusive use and control of that amount of the storage/compressor area required for their storage needs on a year round basis.

ARTICLE II

TERM

The term of this Lease and Lessee's obligation to pay rent hereunder shall begin July 15, 1995 through July 14, 2020. Provided it is not in default hereunder, and if the parties can agree to terms, Lessor grants the Lessee the option to extend the term of this Lease for one (1) additional successive five (5) year period commencing upon the expiration of the initial term unless Lessee shall notify Lessor in writing at least ninety (90) days prior to the expiration of the initial or any subsequent term that Lessee wishes to terminate the Lease. Rent for such additional period shall be negotiated and mutually agreed upon between the parties.

ARTICLE III

USE AND MAINTENANCE OF COMMON AREAS

The Lessor shall maintain in good condition and repair all common areas of the building, with respect to which the Lessee, its employees, guests and patrons, shall have the right of ingress to and egress from the leased premises and the use of public lavatories. Such use by the Lessee shall be subject to such reasonable Rules and Regulations relating to such use as Lessor may from time to time adopt governing the same.

The Lessor shall maintain existing driveways and parking areas as currently configured. The parking areas shall be open to employees, guests and patrons of Lessor and Lessee. Employee parking shall be regulated by the Lessor.

ARTICLE IV

RENT AND OTHER CHARGES

1. Rent. In consideration of the promises of Lessee in an agreement titled Eau Claire County Fair\Festival Site Phase One Construction and Management Agreement and Lessee's payment of one dollar (\$1.00) and other good and valuable consideration there shall be no additional rental charge during the initial twenty-five (25) year contract term. Rent negotiated during the option period shall be equivalent to the non-profit group rate in effect at that time.
2. Heat and Utilities. The Lessee shall be responsible for all utility charges incurred from October 15 through April 15 including, but not limited to electricity, water, sewer, heat, garbage and telephone. Utilities of the Multi-Purpose Exhibit Building shall be separately metered.

ARTICLE V

ALTERATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES

1. Maintenance by Lessor.
 - A. The Lessor shall keep and maintain the foundations, roof and structural components of the demised premises, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, guests and patrons.

B. The Lessor shall keep and maintain in good condition and repair all portions of the building not demised to the Lessee, and the common areas, service and parking areas.

2. Maintenance by Lessee.

A. Lessee shall be responsible for routine maintenance and janitorial services. Such services shall include routine cleaning of glass and floors and disposal of trash and, if necessary, periodic washing of walls and fixtures.

3. Alterations, Installations. Lessee shall not make or cause to be made any alterations, additions, or improvements or installations, or make any changes to the building unless it is previously granted the express written permission of the Lessor, executed with the same formality as this Agreement. Such permission shall not be unreasonably withheld.

4. Liens and Obligations. Lessee shall not create or permit others to create any lien or obligation against Lessor by reason of making repairs or installing material, fixtures or equipment, and further agrees to hold the Lessor harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Lessee's occupancy of the leased premises.

ARTICLE VI

DESTRUCTION OF LEASED PREMISES

In the event that the premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the said repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event that the leased premises are rendered wholly unfit for use by the Lessee, the Lessee has the option of vacating the said premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, Lessee may consider the Lease Agreement to have terminated. In case the leased premises should be rendered partially unfit for use by the Lessee by fire or other casualty to the extent that more than fifty percent (50%) of the value of the said premises has been destroyed, the Lessee may remove from the said premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the said premises and the Lessee remains in possession, rent shall abate to the extent that the Lessee is deprived of the full, normal use thereof.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

1. Fire and Liability Insurance. The Lessee agrees to indemnify and hold harmless the Lessor, its employees and agents from any and all liability, cost and expense for loss or damage to the property and injury to or the death of any person, by whomever sustained, which may occur on the leased premises or which may be occasioned by, any action of the Lessee, its employees or agents.

The Lessee shall procure from a reputable company authorized to do business in Wisconsin and keep in force fire and products and general liability insurance for the leased premises and shall furnish the Lessor with a Certificate of such insurance, with respect to which the Lessor shall be named as an additional insured.

COVERAGE:	(Minimum)
Bodily Injury & Property Damage	\$1,000,000.00
General Liability - includes product & fire liability (Fire legal liability - \$50,000.00)	\$1,000,000.00

The Lessee shall carry worker's compensation coverage for its employees and agents as required by state law.

The Lessor shall not be liable for any injuries to persons or damage to or loss of property for any cause whatsoever in the leased premises and the Lessee must furnish a waiver of subrogation to the Lessor.

2. Co-Indemnification. The parties hereto shall be liable for their own acts and negligence and each agrees to indemnify the other for any losses, damages, costs or expense, including litigation expenses paid or sustained by reason of the act or negligence of the other.

ARTICLE VIII

NONDISCRIMINATION

The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, age or handicap in the use of the demised premises, including any and all services, privileges, accommodations, and activities provided thereby.

ARTICLE IX

GENERAL PROVISIONS

1. Assignment or Subletting. The Lessee agrees that it will not assign this lease or sublet the demised premises or any part thereof, without the prior written consent of the Lessor, which will not be unreasonably withheld.
2. Right of Inspection. The Lessor reserves the right to inspect the leased premises and equipment at any reasonable time and interval for any purpose consistent with its rights as Lessor.
3. Breaches - Nonwaiver. Neither the failure of Lessor to strictly enforce all of the terms of this Lease or acceptance of rent by Lessor after any breach by Lessee,

nor delay on the part of the Lessor to strictly enforce the provisions hereof, shall operate or be deemed a waiver of any rights or remedies accruing by law to Lessor by reason of any subsequent breach. In any legal proceedings instituted by either party for the enforcement of the terms and conditions of the Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be necessarily incurred in such proceedings.

4. Default. If either party should be in default under any of the provisions, terms and conditions of this Lease and such default shall continue to exist after receipt by the defaulting party of thirty (30) days' written notice, the other party may terminate its performance under this Lease without prejudice to its right to recover damages against the defaulting party. In the event that the Lessee is in default the Lessor may, in the payment of rent or due to wilful or malicious injury to the leased premises, the Lessor may, with or without the service of notice, declare the Lease to be void and re-enter the premises to expel the Lessee, using such force as may be necessary, without prejudice to any remedies which the Lessor might have to collect arrears of rent.
5. Quiet Possession. The Lessor agrees that upon the payment of the rent and performance of the herein expressed covenants and agreements on the part of the

Lessee, the Lessee shall have and enjoy the leased premises and all rights and privileges with respect to the leased premises, its appurtenances and facilities herein granted.

6. Notice. Notices required or advisable under the terms of this Lease shall be communicated in writing by either personal delivery or certified mail to the following named representatives of the parties hereto:

LESSOR: Administrative Coordinator
Eau Claire County
721 Oxford Avenue
Eau Claire, WI. 54703

LESSEE: President
Eau Claire Curling Club, Inc.
P. O. Box 1381
Eau Claire, WI 54702-1381

7. Modification. This Lease shall not be modified or altered except pursuant to mutual agreement of the parties hereto, executed with the same formality as this instrument.
8. Alcohol on Premises. No fermented malt or alcoholic beverages shall be consumed on the leased premises, unless the use of all alcoholic or fermented malt beverages is in accord with Chapter 125, Wis. Stats., Chapters 9.80 and 9.90 of the Eau Claire County Code and applicable ordinances of the City of Eau Claire.
9. Unlawful Use of the Premises. The Lessee shall keep and use the premises for the purposes described herein and for no other or any unlawful purpose, whatsoever.

10. Smoking. Chapter 9.60 of the County Code prohibits smoking in all buildings located on the Fair Festival Site.
11. Hazardous Waste and Load Limits. No hazardous waste shall be stored in the ice area nor vehicles or equipment exceeding load limits of the concrete slab. The Lessee shall be solely responsible for any damage caused by hazardous waste or vehicles or equipment exceeding load limits from October 15 to April 15 and Lessor is solely responsible from April 15 to October 15.
12. Equipment. The Lessee shall have exclusive use and control of the compressor and associated cooling equipment and ice area heaters and shall be responsible for maintaining same. The Lessee shall own the compressor and associated cooling equipment and be responsible for insuring and replacing same.
13. Trophy Case. The Lessee shall be allowed to maintain a trophy case in the Meeting\Club Room as approved by Lessor.
14. Rental for Other Facilities. The Lessee shall be considered a non-profit group contracting to any facilities for other than the above listed items and be billed according to the non-profit group rates in effect.
15. The Lessee shall have one committee position on the oversight committee, commission or board created to oversee the Eau Claire County Exposition Center.

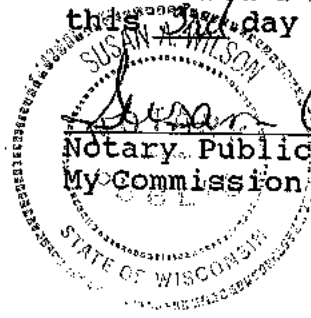
16. Integration. This Lease, consisting of eleven (11) typewritten pages constitutes the entire agreement of the parties hereto including exhibits and shall supersede all prior written or oral agreements relating to the subject matter hereof.

EAU CLAIRE COUNTY, LESSOR
BY:

Ronald T. Wampler
Ronald T. Wampler
Administrative Assistant

Subscribed & sworn to before me
this ~~24th~~ day of December, 1994.

January 1995
Susan A. Wilson
Notary Public
My Commission Expires: 11-17-96

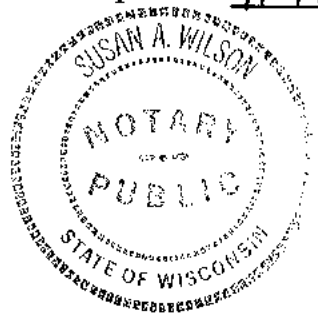


EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:

Christopher B. McMahon
Christopher B. McMahon
President

Subscribed & sworn to before me
this 30th day of December, 1994.

Susan A. Wilson
Notary Public
My Commission Expires: 11-17-96



ADDENDUM NO. 1

LEASE FOR EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES

County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby amend the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

1. ARTICLE II, TERM, page 2:

The first sentence "The term of this Lease and Lessee's obligation to pay rent hereunder shall begin July 15, 1995 through July 14, 2020." is hereby stricken from the Agreement and replaced with the following: "The term of this Lease and Lessee's obligation to pay rent hereunder shall begin November 1, 1995 through October 31, 2020."

2. ARTICLE IX, GENERAL PROVISIONS, page 10, No. 13. Trophy Case. The entire paragraph is hereby stricken and replaced as follows:

"13. Trophy Case. The Lessee shall be allowed to maintain a trophy case not to exceed two and one-half feet (2½) feet deep by five (5) feet wide by floor to ceiling in length in the Meeting\Club Room as approved by Lessor."

3. ARTICLE IX, GENERAL PROVISIONS, page 10, No. 15. A title is added to this paragraph and shall be amended to read as follows:

"15. Oversight Committee. The Lessee shall have one committee position on the oversight committee, commission or board created to oversee the Eau Claire County Exposition Center."

4. ARTICLE IX, GENERAL PROVISIONS, page 11, No. 16. Integration. This paragraph in its entirety shall be changed to No. 17.

5. ARTICLE IX, GENERAL PROVISIONS, page 11, No. 16 shall be created to read as follows:

"16. Address. The address of this facility shall be 5530 Fairview Drive, Eau Claire, Wisconsin, 54701."

All parties hereto, having read and understood the entirety of this Agreement, consisting of one (1) typewritten page, hereby affix their duly authorized signatures.

EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:

EAU CLAIRE COUNTY,
LESSOR, BY:


CHRISTOPHER B. MCMAHON
PRESIDENT


RONALD T. WAMPLER
ADMINISTRATIVE COORDINATOR

8/24/95
(Date)

8/24/95
(Date)

ADDENDUM NO. 2
LEASE FOR EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES

County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby amend the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

1. **TITLE.** Page 1. The title of the Lease is hereby amended to read: "**LEASE FOR EAU CLAIRE COUNTY EXPOSITION CENTER WITH EAU CLAIRE CURLING CLUB, INC.**".

2. **ARTICLE I, DESCRIPTION OF LEASED PREMISES.** Page 1. The entire paragraph is hereby stricken and replaced as follows:

"The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Multi-Purpose Exhibit Building from October 15 to April 15 for curling activities. Lessee shall have exclusive use and control of the ice area, compressor room, viewing room, and locker rooms. Lessee shall also have an office on a year round basis. Lessee and the Eau Claire Jaycees, Inc. shall have use of kitchen, meeting room and bathrooms. If not being used by Lessee or the Jaycees, the kitchen, meeting room and bathrooms shall be available to all approved third parties. Lessee shall have exclusive use and control of the compressor room for their storage needs on a year round basis.

2. **ARTICLE IV, RENT AND OTHER CHARGES.** Page 3, No. 2. The entire paragraph is hereby stricken and replaced as follows:

"2. Heat and Utilities. For the 1996-1997 and 1997-1998 curling seasons the Lessee shall be responsible for eight-six percent (86%), Lessor responsible for ten percent (10%) and Lessee Eau Claire Jaycees, Inc. responsible for four percent (4%) of all utility charges incurred from October 15 through April 15 including, but not limited to electricity, water, sewer, heat, garbage, and telephone. Lessee, Lessor and Lessee Eau Claire Jaycees, Inc. shall pay a proportionate amount of all utility charges incurred from October 15 through April 15 including, but not limited, to electricity, water, sewer, heat, garbage, and telephone based on the hours of usage during the preceding October 15 through April 15 period. The formula shall be set on or before September 1 annually thereafter. The formula may be altered based on expected extraordinary circumstances or adjusted retroactively based on extraordinary circumstances where there is an adjustment of more than five percent (5%). All parties shall provide their own telephone service. Utilities of the Multi-Purpose Exhibit Building shall be separately metered."

3. **ARTICLE V, ALTERATIONS, REPAIRS AND MAINTENANCE OF LEASED PREMISES.** Page 4, No. 1. B. At the end of paragraph add the following:

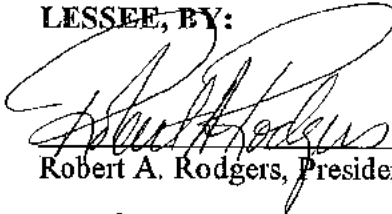
"Common areas shall include entryways, bathrooms, the tile floor adjacent to the meeting room, and the meeting room."

Page 4, No. 2. A. At the end of paragraph add the following:

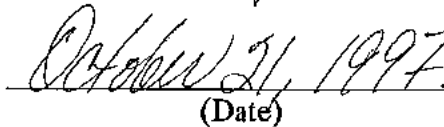
“Lessee shall have the entire facility cleaned prior to the end of the curling season on April 15 and Lessor shall have the entire facility cleaned prior to the beginning of the curling season on October 15. Lessee shall be responsible for any damage caused to equipment while using the facility and such damage shall be immediately reported to Lessor.”

All parties hereto, having read and understood the entirety of this Agreement, consisting of two (2) typewritten pages, hereby affix their duly authorized signatures.

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**



Robert A. Rodgers, President

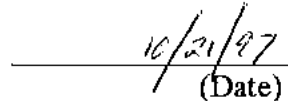


(Date)

**EAU CLAIRE COUNTY,
LESSOR, BY:**



J. Thomas McCarty, Administrator



(Date)

ADDENDUM NO. 3
LEASE FOR EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES

County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby amend the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

1. **ARTICLE I, DESCRIPTION OF LEASED PREMISES.** Page 1. This section shall be amended as follows:


"The Lessor, in consideration of the rents and covenants herein to be performed by the Lessee, does hereby lease the Multi-Purpose Exhibit Building from October 15 to April 15 for curling activities. Curling activities from October 15 to April 15 shall include fund-raising events where the proceeds are solely and exclusively used to support the operations of the Lessee plus the annual Kidney Foundation event. Lessee shall have exclusive use and control of the ice area, compressor room, viewing room, and locker rooms. Lessee shall also have an office on a year round basis. Lessee and the Eau Claire Jaycees, Inc. shall have use of kitchen, meeting room and bathrooms. If not being used by lessee or the Jaycees, the kitchen, meeting room and bathrooms shall be available to all approved third parties. Lessee shall have exclusive use and control of the compressor room for their storage needs on a year round basis."

2. **ARTICLE IX. 14., GENERAL PROVISIONS.** Page 10. This section shall be amended as follows:

"Rental for other of Facilities. The Lessee shall be considered a non-profit group contracting to any for facilities for other than the above-listed items those listed above and shall be billed according to the non-profit group rates in effect."

All parties hereto, having read and understood the entirety of this Agreement, consisting of one (1) typewritten page, hereby affix their duly authorized signatures.

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**



PAUL HANKE
President

12/02/99

(Date)

**EAU CLAIRE COUNTY
LESSOR, BY:**



J. THOMAS McCARTY
County Administrator

12/3/99

(Date)

**ADDENDUM NO. 4
LEASE FOR EAUCLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES**

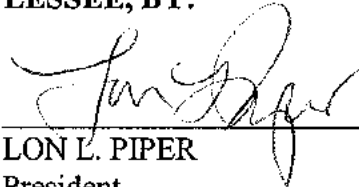
County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby amend the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

ARTICLE IX, GENERAL PROVISIONS, Paragraph 12. Equipment. This section shall be amended as follows:

"The Lessee shall have exclusive use and control of the compressor and associated cooling equipment and ice area heaters and shall be responsible for maintaining ~~same~~ the compressor and associated cooling equipment. The Lessee shall pay sixty percent (60%) and the Lessor shall pay forty percent (40%) of the cost of maintaining the ice area heaters. The Lessee shall own the compressor and associated cooling equipment and be responsible for insuring and replacing same."

All parties hereto, having read and understood the entirety of this Agreement, consisting of one (1) typewritten page, hereby affix their duly authorized signatures.

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**

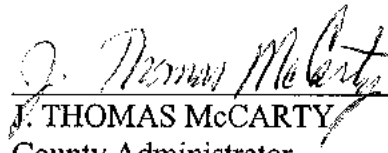


LON L. PIPER
President

11-3-03

(Date)

**EAU CLAIRE COUNTY
LESSOR, BY:**



J. THOMAS McCARTY
County Administrator

11/7/03

(Date)

ADDENDUM NO. 5
LEASE FOR EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES

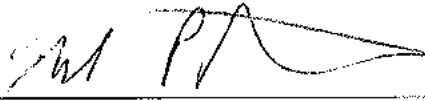
County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby amend the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

"ARTICLE II - TERM.

The term of this Lease and Lessee's obligation to pay rent hereunder shall begin July 15, 1995 through July 14, ~~2020~~ 2021. Provided it is not in default hereunder, and if the parties can agree to terms, Lessor grants the Lessee the option to extend the term of this Lease for one (1) additional successive five (5) year period commencing upon the expiration of the initial term unless Lessee shall notify Lessor in writing at least ninety (90) days prior to the expiration of the initial or any subsequent term that Lessee wishes to terminate the Lease. Rent for such additional period shall be negotiated and mutually agreed upon between the parties."

All parties hereto, having read and understood the entirety of this Agreement, consisting of one (1) typewritten pages, hereby affix their duly authorized signatures.

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**

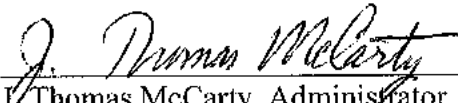


Mark Petersen, President

2/15/10

(Date)

**EAU CLAIRE COUNTY,
LESSOR, BY:**



Thomas McCarty, Administrator

1/25/2010

(Date)

ADDENDUM NO. 6
LEASE FOR EAU CLAIRE COUNTY FAIR/FESTIVAL SITE FACILITIES

County of Eau Claire and Eau Claire Curling Club, Inc. referred to in the above-captioned Agreement, hereby repeals and recreates the "Lease for Eau Claire County Fair/Festival Site Facilities" in the following particulars:

“ARTICLE IV, RENT AND OTHER CHARGES.

2. Heat and Utilities. Beginning with the 2011-2012 curling season the Lessee shall be responsible for one hundred percent (100%) of all utility charges incurred from October 15 through April 15 including, but not limited to electricity, water, sewer, heat, garbage, and telephone. All parties shall provide their own telephone service. Utilities of the Multi-Purpose Exhibit Building shall be separately metered”

“ARTICLE IX, GENERAL PROVISIONS.

~~11. Hazardous Waste and Load Limits,~~ renumber as 12. Hazardous Waste and Load Limits.

~~12. Equipment,~~ renumber as 13. Equipment.

~~13. Trophy Case,~~ renumber as 14. Trophy Case.

~~14. Rental for other Facilities,~~ renumber as 15. Rental for other Facilities.

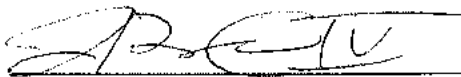
~~15. ,~~ renumber as 16.

~~16. Integration,~~ renumber as 17. Integration.

11. Prohibiting Possessing, Carrying or Bearing Any Firearm or Weapon within County-Owned Building. Both parties acknowledge and agree that Eau Claire County Ordinance § 9.46.010 prohibits persons other than persons exempted by Eau Claire County Ordinance § 9.46.080 (i.e. law enforcement officers) from possessing, carrying or bearing any firearm or weapon within county-owned buildings. Lessee agrees that said prohibition shall be in full force and effect during the lease term and shall pertain to all persons entering the leased premises. Lessee agrees to promptly report any violations of this prohibition to law enforcement personnel. The County agrees to sign the leased premise so as to give reasonable notice of the weapons restriction to all persons entering the leased premises.”

All parties hereto, having read and understood the entirety of this Agreement, consisting of one (1) typewritten pages, hereby affix their duly authorized signatures.

**EAU CLAIRE CURLING CLUB, INC.,
LESSEE, BY:**

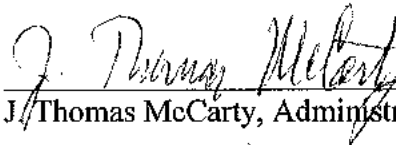


John Bast, President

12/12/11

(Date)

**EAU CLAIRE COUNTY,
LESSOR, BY:**



J. Thomas McCarty, Administrator

11/21/2011

(Date)