

## LAND USE AGREEMENT

THIS LAND USE AGREEMENT by and between the Board of Regents of the University of Wisconsin System, doing business as the University of Wisconsin-\_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Tenant");

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. Premises. Owner hereby leases to Tenant and Tenant leases from Owner the following (the "Premises")

A tract of land being part of the \_\_\_\_\_,  
State of Wisconsin, bounded and described as Exhibit A:

2. Initial Term, Renewal. The initial term of this agreement shall be for X (X) years commencing February 1, 2016, and expiring January 31, 2026 (the "Initial Term"). Unless terminated by the Owner as set forth below, this agreement shall then continue from year to year. The Owner may terminate at the expiration of the Initial Term or any renewal Term by giving written notice at least thirty (30) days prior to the expiration of the then current Term.
3. Rental. Tenant shall pay to Owner yearly rental of \_\_\_\_\_ Dollar (\$\_\_\_\_\_).
4. Acceptance of Property. The Tenant acknowledges that the Owner has not made representations as to the condition of the Property located thereon.
5. Use of Premises. Tenant shall, subject to the approval of Owner, construct an \_\_\_\_\_, at Tenant's sole cost, on the Property for purposes of \_\_\_\_\_. Tenant will fence in the property and control the access and usage of the \_\_\_\_\_. Tenant will, at Owner's request at any time, remove the fence at Tenant's cost
6. Assignment, Subletting. The Tenant shall not assign this Use Agreement in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Tenant, and the agents, contractors, grantor and grantees, and servants of the Tenant, without prior written approval of the Owner.
7. Maintenance of Property. Tenant agrees to maintain the Property in good condition, normal wear and tear excepted during the continuance of this Use Agreement, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees or of any person on the Premises with the express permission of the Owner. Costs for repair of replacements to Premises due to misuse or negligence by an employee of Tenant shall be the responsibility of Tenant.

8. Release. Tenant does hereby agree to release, save and hold harmless, the Owner, its officers, agents, and employees, from liability for injuries or damages sustained or alleged by Tenant, its agents or employees or others given access to the Property pursuant to training exercises, and arising from any condition or activity on the premises of Owner or any act or omission of Owner, its officers, agents, and employees, (except only to the extent caused by the willful misconduct of such officers, agents, and employees), while Tenant or any and all agents or employees of Tenant or others given access to the Property pursuant to use, are on the Property or are using the premises of Owner in any manner, including all claims, demands, actions and causes of action, damages, expenses, compensation, bodily injury (including death) or property damage.
9. Hold Harmless. To the extent permitted by law, Tenant shall hold harmless Owner, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments, including attorneys' fees, of every nature and description, brought, recovered or arising out of any act or omission of Tenant, its agents or employees or others given access to the Property pursuant to training exercises, or arising out of the use, occupancy or possession of the Property by Tenant, its agents or employees or others given access to the Property pursuant to training exercises.
10. Insurance. During the Term of this lease, Tenant shall comply with all laws relating to the carrying of workers' compensation insurance and shall be responsible for seeing that all others given access to premises pursuant to use comply therewith. Tenant shall provide Owner with such evidence as is necessary to show compliance with this requirement. Tenant shall and does hereby covenant and agree to take out and maintain with insurers and under policies satisfactory to Owner during the Term of this agreement such Workers' Compensation, Public Liability, property damage and other insurance as Owner may require. Tenant shall make Owner additional insured's on such policies. The insurance policies shall at a minimum be the following:
  - a. Statutory Workers' Compensation Insurance in the State of Wisconsin. This insurance shall contain an endorsement to waive subrogation against Tenant and Owner. Tenant shall require all others (other than the Tenant's employees) given access to Owner's premises pursuant to use to satisfy this requirement.
  - b. Comprehensive Automobile Public Liability Insurance covering Tenant's training exercises with combined single limits of not less than \$1,000,000. If Tenant increases its limits for this coverage during the term of this agreement, those limits will apply herein.
  - c. Comprehensive General Liability Insurance covering Tenant's operations with combined single limits of not less than \$2,000,000. If Tenant increases its limits for this coverage during the term of this agreement, those limits will apply herein.

d. Prior to its use of the Property, Tenant shall furnish a certificate or certificates of insurance, in form satisfactory to Owner, evidencing insurance coverage as required above, naming the Board of Regents of the University of Wisconsin System, its officers, employees and agents, as additional insured. Such certificate or certificates shall contain a statement, by the insurer that it will give Owner written notice at least thirty (30) days prior to any cancellation, alteration, change or endorsement of any of the insurance required by this agreement.

11. Tenant is responsible for requiring any other parties given access to the Property to comply with the provisions of this lease, including, without limitation, the release indemnification and insurance provisions set forth in paragraphs #6, #7 and #8 above. Tenant will be liable for all actions of such parties which have access to the Property in the event it fails to get such compliance.
12. Tenant is responsible for compliance with all conditions required by \_\_\_\_\_ County and Town of \_\_\_\_\_ zoning in constructing the \_\_\_\_\_.
13. Notices. Notice in writing referred to herein shall not be constructed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post-paid envelope, addressed to the Owner at Owner's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Owner: Campus

And: Real Estate Leasing Specialist  
University of Wisconsin – System Administration  
Capital Planning and Budget  
780 Regent Street  
Madison, WI 53715-2635

If to Tenant:

14. Tenant Costs. The Tenant shall be responsible for all snow removal, and grounds and fence maintenance.
15. Captions. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
16. Binding Effect. This Use Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

17. Enforceability. The invalidity or unenforceability of any provision of this Use Agreement shall not effect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Use Agreement. The rights and remedies herein granted are cumulative and are not in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

