

MAPLE BLUFF VILLAGE CENTER
FACILITIES USE AGREEMENT

This Agreement is made and entered into by and between the Madison Metropolitan School District, on behalf of Madison School and Community Recreation (MSCR), 3802 Regent St., Madison, WI 53705, (hereinafter referred to as "District") and **Maple Bluff Village Center, 18 Oxford Place, Madison, WI 53704** (hereinafter referred to as "Provider").

WHEREAS the District has a need for the use of space for Madison School and Community Recreation programs, and

WHEREAS, Provider is the owner of the Maple Bluff Village Center and is willing to rent space to District to accommodate District's needs,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are acknowledged by each party for itself, the District and the Provider agree as follows:

- 1. Term**
The term of this Agreement shall be from July 1, 2019 to June 30, 2020.
- 2. Leased Premises**
In consideration of rents to be paid and conditions to be performed, Provider leases to District as scheduled.
- 3. Rent**
The District shall pay the Provider an amount of \$ 15 per hour and not to exceed \$ 675. The District shall pay the Provider upon receipt of a billing statement from the Provider.
- 4. Utilities, Custodianship, Maintenance and Repairs**
 - Provider shall provide and pay for the electricity for the premises.
 - Provider shall provide and pay for water and sewer for the premises.
 - Provider shall provide and pay for heat for the premises.
 - Provider shall provide and pay for hot water for the premises.
 - Provider shall be responsible for the regular maintenance of the premises.
 - Provider shall be responsible for the regular janitorial services for the premises.
 - Provider shall be responsible for the regular maintenance and custodianship of the public areas outside and adjacent to the premises.
 - Provider hereby agrees to maintain and keep in good condition and repair the roof, foundation, and the structural support walls of the building, and Provider shall have the right to enter leased premises at reasonable times to make alterations or repairs as may be necessary.
- 5. Compliance with Laws**
District shall comply with requirements of laws, orders, ordinances and regulations relating to the occupancy and use of Provider's premises.
- 6. Notices**
All notices to be given under the terms of this Facility Use Agreement shall be delivered or sent in writing by certified mail, return receipt requested, and postage prepaid, to the address of the parties specified below. Provider's address for notice shall be 18 Oxford Place, Madison, WI 53704. District's address for notices shall be 3802 Regent Street, Madison, WI, 53703, Attn: Jean O'Leary, 50+ Fitness Coordinator. The parties hereto, if addresses are subsequently changed, shall designate in writing the amended and subsequently specified address.
- 7. Indemnity**
Provider shall at all times during the term of this Agreement indemnify, hold harmless and defend the District against any and all liability, loss, damages, or expenses which District may sustain/incur or be required to pay by reason of acts or omissions of the Provider acting under the terms of this Facility Use Agreement. The District shall at all times during the term of this Agreement indemnify and hold harmless the Provider against any and all loss, damages or expenses which the Provider may sustain/incur or be required to pay by reason of the District acting under the terms of this Agreement to the extent provided under Wis. Stats. secs.. 895.46 and 893.80.
- 8. Termination**
Either party may terminate the agreement for cause upon 20 days written notice to the other party.
- 9. Non-Discrimination**
Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations.
- 10. Binding Agreement/Partial Invalidity/Controlling Law**
The terms of this agreement shall be binding upon and inure to the benefit of the contracting parties, and no other person shall be obligated by or benefit from the agreement. The entire agreement of the parties is contained herein and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. In the event that at any future time one or more clauses of this lease shall be held to be void by a court of competent jurisdiction for any reason, such clauses shall be deemed to be separable and the remainder of this facility use agreement shall be deemed to be valid and in full force and effect. Wisconsin law shall control in the construction and enforcement of this agreement.

- 11. **Peaceful Enjoyment**
 Provider covenants and agrees that District shall and may peaceably have, hold and enjoy the use of the facilities described above for the term aforesaid, subject to the terms of this facility use agreement.
- 12. **Contact**
 Jean O'Leary, 50+ Fitness Coordinator, 3802 Regent Street, Madison, WI 53705, jeoleary@madison.k12.wi.us shall be District contact person for matters other than written notices per #6 above.
- 13. **Authority**
 By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

MADISON METROPOLITAN SCHOOL
 DISTRICT BOARD OF EDUCATION

by _____
 Provider Date:

by _____
 Michael G. Barry Date:

 (printed name & title of signatory)

Approved _____ (budget manager)

Account Number 80 711 0329 340641 000 000000 Contract Originator Jean O'Leary, 50+ Fitness Coordinator

Email address: cerickson@villageofmaplebluff.com