LEASE

Dated as of June\_\_\_, 2024

|  |  |
| --- | --- |
| landlord: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parish |
| tenant: | SCHOOL NAME |
| term: | For a three year period commencing on July 1, 2024 (the “Commencement Date”) and ending on June 30, 2027 (“Termination Date”). |
| options toextend: | The Lease may be renewed for additional terms of one (1) year on the terms set forth in this Lease unless either party provides the other party with a notice of termination at least ninety (90) days prior to the end of the lease term. There shall be no more than three (3) automatic renewals. In the event this lease is automatically renewed the rental payment shall increase by 3% from the previous year’s rent.  |
| fixedannualrental |

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| --- | --- | --- |
| Period | Annual Rent | Monthly Rent |
| 7/1/2024 – 6/30/20257/1/2025 – 6/30/20267/1/2026 – 6/30/2027 | $\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_ |
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| --- | --- |
| leasedpremises: | The school building and gym located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Leased Premises will be operated as [insert name of school] (the “School”). |
| FACILITY: | The Leased Premises is a portion of the facility described as: [Describe the larger facility of which the school is a part. If none, state “N/A”]. The Facility is also home to [insert name of Parish]. |

# Leased Premises:

## The Landlord does hereby lease to the Tenant the Leased Premises for the term and at the Fixed Annual Rental set forth above upon the following provisions, each of which shall be both covenants and conditions, and the Landlord and the Tenant covenant and agree to abide by and perform each and every provision hereof.

## The Tenant acknowledges that it has had the opportunity to inspect the Leased Premises, and accepts the same in their “as is, where is” condition, without the benefit of any warranties or representations of any kind whatsoever.

## The Tenant and Landlord agree to meet to discuss the potential to enter into a new Lease or renew this Lease no later than four (4) months prior to the Termination Date. The Tenant and Landlord agree to negotiate any such renewal or new Lease in good faith and use commercially reasonable efforts to enter into such renewal or new Lease no later than the Termination Date.

# Rental Payments:

## The Tenant agrees to pay the Fixed Annual Rental in equal monthly installments in the amounts above prescribed, without demand, deduction or offset (“Rent”). All payments of the Rent shall be made to the Landlord no later than the tenth (10th) day of each month at the place designated for notices as hereinafter provided, or at such other place as the Landlord may from time to time designate in writing. The Fixed Annual Rent includes all of the costs identified on **Exhibit A**, attached hereto, and incorporated herein by this reference.

## Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the rate of twelve percent (12%) per annum from the date when the same is due and payable under the terms of this Lease until the same shall be paid. In addition, if Tenant fails to pay any sum to be paid by Tenant hereunder, Landlord may impose a late charge of five percent (5%) for each unpaid sum or installment to help defray the administrative costs involved. All obligations hereunder shall survive the expiration or termination of this Lease.

# Use and Compliance With Law:

## Tenant may use and occupy the Leased Premises as a school, for purposes incidental to such use and occupancy and for no other purpose whatsoever. In connection with the foregoing permitted use of the Leased Premises, Tenant shall not place a load upon any floor of the Leased Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Tenant shall use and occupy the Leased Premises in a careful, safe, and proper manner, and will not commit waste or suffer or permit waste to be committed in, on or about the Leased Premises.

## The Tenant shall obey, observe and comply with all federal, state, county and municipal statutes, laws and ordinances, and all rules, regulations and orders of any duly constituted authority, present or future, which are applicable to: (a) the Leased Premises (including any improvements now or hereafter erected thereon); and (b) the conduct of the Tenant’s business at the Leased Premises. In addition to, but without limiting the foregoing, the Tenant shall promptly comply with all orders, rules, rulings, and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction thereof.

## Tenant, in the operation of its business on the Leased Premises, shall comply with all applicable federal, state and local environmental laws and all amendments thereto and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance or the environment as the same shall be in existence during the term hereof.

## Landlord shall obey, observe and comply with all federal, state, county and municipal statutes, laws and ordinances, and all rules, regulations and orders of any duly constituted authority, present or future, which are applicable to: (a) the Leased Premises (including any improvements now or hereafter erected thereon); and (b) the conduct of the Landlord’s business or activities at the Leased Premises. In addition to, but without limiting the foregoing, the Landlord shall promptly comply with all orders, rules, rulings, and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction thereof.

# Shared Facilities: The parties acknowledge there are facilities within the Leased Premises that are accessible to and used by both Tenant and Landlord (collectively, the “Shared Facilities”). Landlord agrees to use the Shared Facilities in a way that is compatible with the purpose of Tenant’s business. In the event Landlord uses or occupies the Shared Facilities during the Term, Landlord shall promptly return the same to the condition such Shared Facilities were in immediately prior to Landlord’s use. Tenant shall manage the scheduling of the Shared Facilities or its authorized representative. The schedule set forth on **Exhibit B**, attached hereto and incorporated herein by this reference, shall govern Landlord’s and Tenant’s use of the Shared Facilities, unless otherwise agreed to by the parties in writing.

# Maintenance and Repair:

## The Tenant, at its sole expense, may complete its own redecorations, alterations, and/or repairs to the school building, costing up to One Thousand and 00/100 Dollars ($1,000.00), as Tenant deems necessary for purposes of operating the school and/or conducting Tenant’s business. Repairs or maintenance completed by Tenant shall be deemed “ordinary repairs and replacements” and reported as operating expenses that are not capitalized. Tenant agrees to notify Landlord of any repairs or maintenance likely exceeding One Thousand Dollars ($1,000.00) it believes to be reasonably necessary to keep the Leased Premises in good condition and repair. In the event of a dispute, said dispute will be resolved by the terms contained in Paragraph 16 of this Lease Agreement.

## Unless otherwise agreed upon in writing by the parties, Landlord, at its sole cost and expense, shall keep all structural components and the foundations, walls, exterior (including all glass doors and windows), roof, gutters, downspouts, floors (including floor coverings), all underground utilities and plumbing and electrical facilities serving the improvements from time to time located at or upon the Leased Premises (including, but not limited to, all pipes, sewers, ducts, conduits and wires located outside the exterior walls of such improvements and those located in or beneath the floor of such improvements) in good condition and repair (including replacements), and shall have access to the Leased Premises for such purposes; provided that if any of the foregoing repairs or maintenance costs exceed Five Thousand and 00/100 Dollars ($5,000.00), such foregoing repairs and maintenance shall be deemed “capital improvements.” All capital improvements must follow the Archdiocese of Milwaukee proxy terms as set forth in the Parish Trustee Manual. Notwithstanding the foregoing, it is the parties’ intent that both Landlord and Tenant shall contribute to any capital improvements, and such agreement, if reached, shall be set forth in a supplemental writing signed by the parties. In the event of a dispute, said dispute will be resolved by the terms contained in Paragraph 16 of this Lease Agreement.

## In the event Landlord wishes Tenant to contribute to payment of any capital improvements, Landlord and Tenant agree that before any capital improvements are made to the property, Landlord and Tenant will work cooperatively to determine the scope of work including budget, the contractors to be used, and percentage of the project to be paid by Landlord and by Tenant. Once a request has been made by the Landlord, Tenant shall respond within a reasonable amount of time, not to exceed 60 days. In the event of a dispute, said dispute will be resolved by the terms contained in Paragraph 16 of this Lease Agreement.

# Indemnification:

## Except in the event the Leased Premises is damaged by a Casualty Event (as such term is defined herein), the Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims for injury and/or death to persons or damage to property arising from the negligent acts or omissions of the Tenant in carrying out this Lease or a breach or default by the Tenant in the performance of any of its obligations hereunder, except to the extent such injury, death, and/or property damage is caused by or arising from the Landlord’s acts or omissions.

## The Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all claims for injury and/or death to persons or damage to property arising from the negligent acts or omissions of the Landlord in carrying out this Lease or a breach or default by the Landlord in the performance of any of its obligations hereunder, except to the extent such injury, death, and/or property damage is caused by or arising from the Tenant’s acts or omissions.

# Insurance: Landlord and Tenant agree to be a participant in, and maintain property and casualty coverage in the Archdiocese of Milwaukee’s Participants’ Indemnity Program and the Self-Protection Program of the Catholic Church in North America administered by the Catholic Mutual Relief Society of America.

# Utilities, Insurance and Groundskeeping: By August 15, 2025 and every year thereafter by August 15, Landlord shall provide to Tenant a summary of actual costs incurred for utilities, insurance and groundskeeping (lawn maintenance and snow removal) for the previous rental year. In the event, Tenant has underpaid its portion of said costs, Tenant will pay to Landlord by September 15 of each lease year the amount owed to Landlord. In the event Tenant has overpaid its portion of said costs, Landlord will pay to Tenant by September 15 of each lease year the amount owed to Tenant.

# School Closing, Merger or Consolidation: Tenant may terminate this Lease prior to the end of the Term, effective upon written notice to Landlord, if Landlord, in its sole discretion, decides to close, merge, or consolidate the School.

# Termination: Either party may terminate this Lease effective upon written notice to the other party (the “Defaulting Party”), prior to the end of the Term if:

## the Defaulting Party materially breaches this Lease, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party (“Non-Defaulting Party”);

## the Defaulting Party becomes insolvent or admits its inability to pay its debts generally as they become due; or

## either Party is no longer permitted to participate in the Wisconsin Private School Choice Program.

# Mechanics or Construction Liens: The Tenant shall not permit, create, incur or impose or cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or the Landlord by reason of any work performed or materials furnished by, to or for the account of the Tenant, and the Tenant agrees to hold the Landlord harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person against the Leased Premises or the Landlord relating to or arising because of such work or materials. The Tenant may contest any lien or other obligation referred to herein by making the deposits or taking the action permitted for the contesting of taxes under the provisions of this Lease, or taking such other action permitted by law, provided that in any event, the Landlord is reasonably satisfied that the Leased Premises and the Landlord are secure from loss or damage.

# Landlord’s Right of Entry: The Landlord, or its representatives, shall have the right, at reasonable times during the business hours of the Tenant, to enter upon the Leased Premises for the purpose of examining and inspecting the same. In addition, access keys, fobs, or other electronic access methods are retained by identified employee/trustees/leaders/staff of the Landlord and Tenant on a permanent basis. Other approved individuals will be required to pick up a key during regular Landlord office hours or make arrangements for having someone meet to lock or unlock the Leased Premises for access to thereto as scheduled. Arrangements will be made for key return through the school Principal. Only Landlord’s office staff will be furnished with keys to the Leased Premises area designated by the parties as the "Office and Administration Area."

# Warranty of Quiet Possession: The Landlord hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Tenant, upon paying Fixed Annual Rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

# Damage by Fire or Other Casualty:

## In the event the Leased Premises (or any improvements now or hereafter located thereon) are damaged by a Casualty Event, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its discretion, and the election (if any) which Landlord has made according to this Paragraph 14 Landlord’s notice will be given before the thirtieth (30th) day after such Casualty Event (the “Notice Date”).

## In the event the Leased Premises (or any improvements now or hereafter located thereon) are damaged a Casualty Event to an extent that may be repaired within 180 days after the Notice Date, as determined by Landlord, Landlord shall promptly begin to repair or restore such damage after the Notice Date and shall diligently pursue the completion of such repairs or restoration. In that event, this Lease will continue in full force and effect except that Rent will be abated on a pro rata basis from the date of the damage until the date of completion of such repairs or restoration (the “Repair Period”), based on the proportion of the area of the Leased Premises Tenant is unable to use during the Repair Period. In the event the Leased Premises (or any improvements now or hereafter located thereon) are damaged by fire or other casualty to an extent that may not be repaired within 180 days after the Notice Date, as determined by Landlord, then (i) Landlord may terminate this Lease as of the date of such damage by written notice given to Tenant on or before the Notice Date, or (ii) Tenant may terminate this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord’s delivery of a written notice that the repairs or restoration cannot be made within such 180-day period. If neither Landlord nor Tenant so elects to terminate this Lease, Landlord shall diligently proceed to repair or restore such damage and Rent will be abated on a pro rata basis during the Repair Period, based on the proportion of the Leased Premises Tenant is unable to use during the Repair Period.

## Landlord shall not be obligated to repair or replace Tenant’s stock-in-trade, trade fixtures, furniture, furnishing, floor and wall coverings, signs, and any other personal property of Tenant unless Landlord receives insurance proceeds for the repair or replacement thereof.

## Any provisions of this Section 14, or any other provision elsewhere in this Lease contained to the contrary notwithstanding, Landlord shall not be obligated to expend for repairs in an amount in excess of the insurance proceeds recovered or recoverable if the estimated cost of repair is not covered by insurance. If Landlord determines in its reasonable judgment that the available insurance proceeds will not cover the full restoration of the Leased Premises, Landlord shall promptly provide written notice thereof to Tenant. Thereafter, Tenant and Landlord shall have thirty (30) days to determine if the parties shall agree to either (i) terminate this Lease, (ii) share in the costs of repairs in excess of the available insurance proceeds, or (iii) if Landlord or Tenant alone shall pay for the costs of repairs in excess of the available insurance proceeds.

# Eminent Domain:

## If all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall terminate as of the date possession is taken by the condemnor. The entire compensation award shall belong to the Landlord, and the Tenant shall have no interest therein, except to the extent any compensation award designates or allocates a portion thereof to Tenant’s use or personal property located within the Leased Premises or on the Facility. The Landlord shall not be liable to the Tenant for any damages which the Tenant may suffer by reason of such taking, including, but not limited to, the value of the unexpired lease term.

## If less than all of the Leased Premises are taken by the exercise of the power of eminent domain, or sold under the threat of eminent domain, this Lease shall remain in full force and effect, but the Fixed Annual Rent shall be reduced in proportion to the value of the Leased Premises taken or sold. The entire compensation award shall belong to the Landlord, and the Tenant shall have no interest therein except to the extent any compensation award designates or allocates a portion thereof to Tenant’s use or personal property located within the Leased Premises or on the Facility. The Landlord shall not be liable to the Tenant for any damages which the Tenant may suffer by reason of such taking, including, but not limited to, the value of the unexpired lease term applicable to the portion of the Leased Premises so taken or sold.

# Disputes:

## The parties hereby agree that, in the event of any dispute regarding the terms of this Lease that the following steps shall be taken by the parties in good faith prior to any other actions being taken:

## Tenant’s President, or designee, and the [Pastor/Parish] Administrator of the Landlord, or designee, shall discuss the dispute and attempt to resolve it amicably.

## If the dispute is not resolved by the discussion set forth in the prior paragraph, the parties shall, by unanimous vote, select an independent, neutral third-party to mediate the dispute and, if not resolved by the end of the mediation, provide an opinion as to the resolution of the dispute. The neutral third-party's opinion shall be submitted to the Archbishop of Milwaukee's office for a decision. The parties agree to be bound by and comply with the Archbishop of Milwaukee's decision regarding the dispute.

## In the event the parties are unable to agree upon an independent, neutral third-party as provided in the prior paragraph, the parties shall request that the Superintendent of Schools or the Archbishop of the Archdiocese of Milwaukee, in their discretion, appoint the independent, neutral third-party.

# Enforcement Costs: Any costs associated with the appointment of an independent, neutral third-party and any mediation in accordance with Section 16 shall be paid equally by the Landlord and Tenant.

# Assignment and Subletting: The Tenant shall not assign this Lease nor sublet any portion of the Leased Premises without the prior written consent of the Landlord, which consent may be withheld by the Landlord in its sole discretion.

# Return of Leased Premises: The Tenant is responsible for returning the Leased Premises to the Landlord’s possession upon the expiration or termination of this Lease in as good a condition, excepting normal wear and tear, as they were on the Commencement Date. At the expiration or termination of the Lease term, the Tenant shall have the right to remove its personal property and trade fixtures from the Leased Premises, provided that such removal is done promptly and will not cause any damage to the Leased Premises, or any damage so caused is repaired by the Tenant at the time of such removal.

# Surrender at Termination: At the termination of this Lease for any reason, the Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Landlord, maintained as herein provided and free of any and all claims thereto by the Tenant or any party holding under the Tenant. Any keys or fobs to the Leased Premises and/or the school building in Tenant's possession must be returned to Landlord upon the termination of this Lease.

# Holding Over by Tenant: Any holding over by Tenant with consent of Landlord after the expiration of this Lease shall operate and be construed to be tenancy from month to month only, at a monthly base rent of 150% of the Rent payable hereunder for the Term.

# Abandonment of Tenant’s Property: If the Tenant fails to remove any property belonging to it within forty-five (45) days after the termination of this Lease (whether by lapse of time or otherwise), Landlord shall provide written notice to Tenant and Tenant shall have thirty (30) days following the date the notice is deemed delivered to remove its property. If Tenant fails to remove its property following such thirty (30) day period, the same shall be deemed abandoned by the Tenant and shall become the property of the Landlord or may be removed and disposed of by the Landlord at the Tenant’s expense.

# Payments to be Additional Rental: All payments to be made by the Tenant hereunder, whether or not designated as Rent, shall be deemed “Additional Rent”, so that in the event of any failure by the Tenant to make timely payment hereunder, the Landlord shall be entitled to all of the remedies available at law or equity, or under this Lease, for the nonpayment of Rent and Additional Rent.

# Notices: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by a) overnight delivery with a reputable overnight carrier, b) personal delivery, or c) registered or certified mail to the respective addresses set forth below. Notices sent by overnight delivery shall be deemed received within one (1) business day of deposit with the carrier. Notices delivered by personal delivery shall be deemed received the same day personal delivery is made. Notices sent by registered or certified mail shall be deemed received three (3) business days after deposit with USPS. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

If to Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to: [Business Manager]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 If to Tenant: SCHOOL NAME

Address

 City, WI ZIP

 Attn: JOB TITLE

With a copy to: PARISH NAME

Address

 City, WI ZIP

 Attn: JOB TITLE

Subordination:

## At the Landlord’s option, this Lease shall be and is subordinated to any existing mortgages covering the Leased Premises, any extension or renewal thereof, or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgage shall recognize the validity of this Lease in the event of a foreclosure of the Landlord’s interest as long as the Tenant shall not be in default under any of the terms of this Lease. The Tenant shall execute whatever instruments may be required to effect such subordination.

## In the event any mortgagee shall elect to have this Lease prior to the lien of its mortgage then, upon notice to the Tenant thereof, this Lease shall thereupon be deemed prior to the lien of any such mortgage. The provisions of this Section shall include Deeds of Trust and similar security instruments.

# General: No waiver of any default of the Tenant hereunder shall be implied from any omission by the Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, term or condition of this Lease by the Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord’s consent or approval shall not be deemed to waive or render unnecessary the Landlord’s consent or approval to or of any subsequent similar act by the Tenant. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State in which the Leased Premises are located shall govern the validity, performance, and enforcement of this Lease. The headings of the several articles contained herein are for convenience only and do not define, limit, or construe the contents of such sections.

# Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

# Signage: Landlord shall have the right to regulate the placement, size, shape and content of Tenant’s signs, shades, awnings or other similar structures or devices Tenant desires to place upon or about the exterior of any improvements now or hereafter located at or upon the Leased Premises. Tenant shall not place any sign, shade, awning or other similar structure or device upon or about the exterior of such improvements without first obtaining the prior written consent of Landlord in each instance, which consent may not be unreasonably withheld.

# Authority: Each party hereto represents and warrants the execution of this Lease by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first set forth above.

|  |  |
| --- | --- |
|  | LANDLORD By:  |
|  | TENANT By:   |

EXHIBIT A

**Costs Included in Fixed Annual Rent**

☐Building

☐Grounds

☐Equipment

☐Technology

☐Office Supplies

☐Other:  Describe Below

**EXHIBIT B**

**Schedule of Shared Facilities**