

# Commercial Lease–Wisconsin

**This lease** is made between Ahmad Properties, Inc 8101 W. 123<sup>rd</sup> St Unit C, Palos Park, IL. 60464 herein called Lessor, and City of Milwaukee herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin described as 6001 W Capitol Dr, First Floor, Milwaukee, WI. 53216 (and hereinafter referred to as the demised premises) upon the following TERMS and CONDITIONS:

**1. Terms and Rent:** Lessor leases the demised premises to Lessee for an initial term of 18 months, commencing on January 1<sup>st</sup>, 2024, and terminating on June 30<sup>th</sup>, 2025. The monthly rent for the first 18 months will be \$10 per square foot, amounting to a total of \$7,693 per month all-inclusive and covers property taxes and snow removal services.

**Premises:** Approximately 9,232 square feet of floor area located at: 6001 W Capitol Dr

**2. Late Fees:** During the term of this lease all rental payments shall be made to the Lessor at the address specified above. Any late payments after the 5<sup>th</sup> of the month will incur a \$100.00 late fee

**3. Lease Renewal and Rent Increase:** Lessee shall have the option to renew this lease for two additional terms, each lasting 18 months, provided that Lessee is not in default under the terms of this lease. The renewal process will be automatic unless canceled by written notice to the Lessor, which must be provided not less than 60 days before the expiration of the initial lease term, throughout the renewal period, all the terms and conditions of the lease shall remain in effect, including the option to renew. If the Lessee fails to provide the required notice within the specified timeframe, this option will renew automatically, and the annual lease rate will increase by **4% for each subsequent renewal term of 18 months** as shown below:

## Annual Base Rent

**First Term- 18 Months** : \$10.00 PSF; annually \$92,320.

**Second Term- 18 Months** : \$10.40 PSF; annually \$96,012.

**Third Term - 18 Months** : \$10.82 PSF; annually \$99,890.

**4. Common Areas & Additional Charges** : The parking areas, sidewalks, landscaped areas, roadways, loading areas, service areas, roofs, corridors, stairways, and other facilities designated by Landlord from time to time for the non-exclusive use of the tenants of the building and their employees, agents, customers, licensees, and invitees.

**5. Use.** The Tenant acknowledges and agrees that the leased premises shall be used for the establishment of a voting office and other official City business, as required by applicable laws and regulations. The Tenant shall ensure that the use of the premises is in strict compliance with all relevant laws and regulations governing the conduct of voting offices and official City business.

**6. Security Deposit.** Lessee deposits with Lessor (**\$7,693.00**), receipt of which is acknowledged by Lessor, as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the demised premises to Lessor as herein provided. This deposit shall be returned to Lessee, along with interest (if required by law), on the full and faithful performance by Lessee of the provisions hereof. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

**7. Care and Maintenance of Premises.** The tenant is responsible for any maintenance or repairs needed due to misuse or damage caused by the tenant or their guests. This includes damage resulting from negligence, intentional acts, or improper use. If such damage occurs, the tenant must notify the landlord promptly. The tenant will be responsible for covering all associated costs, including labor and materials.

**8. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or about the demised premises. All alterations, additions, or improvements made to the demised premises with the consent of Lessor, with the exception of removable fixtures, shall become the property of Lessor.

**9. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the demised premises, occasioned by or affecting the use thereof by Lessee.

**10. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the demised premises without prior written consent of Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without the prior written consent of Lessor shall be void and, at the option of Lessor, may terminate this lease.

**11. Utilities.** The landlord shall be responsible for all utilities associated with the leased premises, including but not limited to water, gas, electricity. The landlord will assume the payment and provision of all utility bills during the term of this lease. The tenant shall not be responsible for the payment or arrangement of any utilities, and the landlord shall ensure that all utility accounts remain in the landlord's name for the duration of the lease term.

**12. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agent(s) to enter the demised premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and shall permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the demised premises any usual "To Let", "For Lease" or "For Sale" signs, and permit prospective lessees or purchasers to inspect the demised premises thereafter. Lessee shall permit Lessor to enter the unit without an advance notice, due emergency to the fire/sprinkler system located in the unit for the entire building for the following but not limited to, fire alarm / sprinkler inspection, to disable the fire alarm due to emergency.

**13. Parking.** During the term of this lease, Lessee shall have the nonexclusive use in

common with Lessor and other tenants or lessees of the building, their employees, of the non-reserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the vehicles owned or used by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor N/A spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental of N/A Dollars (\$0) per space throughout the term of this lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

**14. Possession.** If Lessor is unable to deliver possession of the demised premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 60 days of the commencement of the term hereof. This right is only in addition to and shall not restrict any other remedy available to Lessee.

**15. Indemnification of the Lessor.** To the extent permitted by law, the Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fees which the Lessor may incur in defending said claim.

**16. Insurance.** The Lessor is obligated to maintain insurance throughout the Lease Terms, as specified in the coverages outlined in EXHIBIT A (Lessor's insurance certificates). It is noted that the City, being a governmental entity, operates on a self-insured basis.

**17. Eminent Domain.** If the demised premises, or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the demised premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**18. Destruction of Premises.** Lessee shall give Lessor immediate notice in case of fire or other damage or casualty to the demised premises, or any part thereof. In the event of partial destruction of the demised premises during the term hereof, from any such cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs

are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the demised premises. If such repairs cannot be made within the said sixty (60) days, Lessor, at Lessor's option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, the Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the demised premises may be situated shall terminate this lease.

**19. Lessor's Remedies on Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any of the other term or condition hereof, this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons therefrom to the extent permitted by law.

**20. Attorney's Fees.** In case suit should be brought for recovery of the demised premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the demised premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**21 Waiver.** No failure of the Lessor to enforce any term hereof shall be deemed to be a waiver.

**22. Notices.** All notices pursuant to this agreement shall be in writing.

**23. Heirs, Assigns, Successors.** This lease is binding upon and inure to the benefit of the heirs, assigns and successors in interest to the parties.

**24. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**25. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

**26. Liability.** The Landlord shall not be liable for any loss, expense or damage to any person or property, unless it is due to the lessor's negligence. Lessee is responsible for all acts or negligence of Lessee's employees, visitors or invitees.

**27. Paragraph Headings.** The paragraph headings are for convenience only.

**28. Choice of Law.** This lease shall be governed by the laws of the State of Wisconsin, and all disputes shall be subject to the jurisdiction of the Courts of the State of Wisconsin.

**29. Other Terms.** Lessor agrees the space will be delivered in a finished condition, no construction or remodeling needed on the part of the lessee, Lessor is not responsible for any equipment.

**30. Rent Payment Method:** The Tenant agrees to remit monthly rent payments through Automatic Clearing House (ACH) transfer. To facilitate this, the Tenant shall complete the ACH authorization form provided by the Landlord upon signing this lease agreement.

**Tenant Contact Information:**

**Full Name** :Claire Woodall

**Telephone:** (414) 286-3958

**Email:**[cwooda@milwaukee.gov](mailto:cwooda@milwaukee.gov)

[ Signature Pages Follows]

**IN WITNESS WHEREOF**, the parties have executed this lease at Justice, the day, month and year first above written.

Signed in the presence of:

**Lessee Signature :**

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**Printed Name:**

Mayor Cavalier Johnson

**Lessee Signature :**

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**Printed Name:**

James R. Owczarski, City Clerk

**Lessee Signature :**

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**Printed Name:**

Aycha Sawa, City Comptroller

**Lessor Signature:**

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**Printed Name:**

Omar Ahmad

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. Contact your local county real estate board for additional forms that may be required to meet your specific needs.

## **EXHIBIT A – LESSOR INSURANCE CERTIFICATE**

This is to certify that the Lessor maintains insurance coverage as specified in the lease agreement. Proof of insurance, including policy details and coverage information, is attached hereto as Exhibit A. Please refer to the attached document for verification of the Lessor's insurance coverage.

# Renewal Declarations Businessowners Policy



Please read your policy

American Family Insurance Company  
6000 American Parkway  
Madison WI 53783  
For customer service and claims service  
24 hours a day, 7 days a week  
**1-800-MY AMFAM (1-800-692-6326)**  
**amfam.com**

## Named Insured And Mailing Address

Ahmad Properties LLC  
8101 W 123rd St Unit C  
Palos Park IL 60464-1992

## Policy Information

Policy number	Policy period	Billing account number
91002-50229-64	3/18/2023 until cancelled 12:01 A.M. Standard Time at your mailing address shown above.	603-602-803-68

## Business and Operations Information

Year Started: 2016

Description of Business and Operations: Commercial Rental Property - Building leased to Others - Offices

Form of Business: Limited Liability Company - Member Managed

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.



Policy Number: 91002-50229-64

Premium Information	
<b>Total Advance Premium Per Term (Excluding Surcharges and Terrorism):</b>	\$4,321.15
<b>Certified Acts of Terrorism Premium:</b>	\$13.26
<b>Total Advance Premium Per Term:</b>	\$4,334.41
<b>Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):</b>	\$4,118.70

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Level Coverages	
<b>Property Causes Of Loss</b>	
Causes Of Loss .....	Risks of Direct Physical Loss
<b>General Liability</b>	
Liability And Medical Expense Limit .....	\$1,000,000 Per Occurrence
Medical Expense Limit .....	\$5,000
Other Than Products/Completed Operations Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate .....	\$2,000,000
Exclusion - Fire Exception For Any Premises Location in GA, IL, IA, MO, OR, WA, WI	

Third Party Interest Information				
Name		Mailing Address		
SPRING BANK		16620 W BLUEMOUND RD STE 100 BROOKFIELD WI 53005-5965		
Associated Buildings and Structures				
Loan/Lease Number	Interest Type	Location Number	Building Number	Description Of Property
	First Mortgagee	1	1	Building Leased to Others - Mercantile - Offices including bank, real state office, property
	First Mortgagee	1	-	Unscheduled Structure(s)

**Agent Information**

Mike Amin

mamin@amfam.com

3137 N Lewis Ave  
Waukegan IL 60087-2222  
847-336-5558

AUTHORIZED REPRESENTATIVE

*William B. West*  
President

*REC*  
Secretary

Policy Number: 91002-50229-64

<b>Location 1 - Location Details</b>	
<b>Program:</b>	Mercantile/Service
<b>Location Address:</b>	6001 W CAPITOL DR MILWAUKEE WI 53216-2155
<b>Location Description:</b>	offices
<b>Location 1 - Location Level Coverages</b>	
<b>Per Location Property Deductible (Apply Per Location, Per Occurrence)</b>	
Deductible .....	\$2,500
<b>Windstorm Or Hail Deductible</b>	
Deductible .....	\$2,500

Policy Number: 91002-50229-64

**Location 1 Building 1 - Building Level Details**

**Building Address:** 6001 W CAPITOL DR MILWAUKEE WI 53216-2155

**Occupancy:** Building Leased to Others - Mercantile

**Building Interest:** Owner - Leased to Other

**Building Description:** Offices including bank, real state office, property

**Location 1 Building 1 - Building Level Coverages**

**Building**

Limit Of Insurance ..... \$800,000

Equipment Breakdown Coverage applies.

**Business Income Options**

Extended Number of Days For Ordinary Payroll Expense ..... 60 Days - Included

Extended Number of Days For Extended Business Income ..... 120 Days

Business Income From Dependent Properties

Limit Of Insurance ..... \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days ..... 12-Months

72 Hour Waiting Period Removed ..... Refer to BP 04 41

Policy Number: 91002-50229-64

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 30	07 13	Protective Safeguards
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 41	07 13	Business Income Changes - Time Period
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 02	08 18	Property Coverage Changes
BPF 81 21	05 20	Wisconsin Changes
BPF 83 10	08 18	Windstorm Or Hail Flat Deductible
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 85 25	08 18	Marijuana Exclusion
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
PLCF 28833	12 20	Offer Of Terrorism Insurance Coverage And Disclosure Of Premium

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under **Section II - Liability** and **Medical Expenses** coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.