

**MEETING: REGULAR MEETING OF THE TOURISM
COMMISSION**

DATE & TIME: Monday, December 4, 2023 at 5:00 PM

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **APPROVAL OF MINUTES:**
 - A. November 13, 2023
- IV. **UNFINISHED BUSINESS**
 - A. Request for Funding - Germantown Chamber of Commerce
 - B. Request for Funding by Visit Washington County for 2024 Calendar Year
- V. **NEW BUSINESS:**
 - A. Request for Funding by Kiwanis for Breakfast with Santa Event on 12/17/2023
- VI. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

BUSINESS OF THE TOURISM COMMISSION

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Request for Funding - Germantown Chamber of Commerce

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The Germantown Chamber of Commerce has submitted a request for \$147,200 over six years, to lease office space on Mequon Road for a combined Germantown Visitor Center and Chamber offices. At the previous Tourism Commission meeting, the Chamber made a presentation on the many activities they lead that contribute to Tourism in the Village. Research by Village staff confirms that it is not uncommon for communities in the area to provide Tourism funds to their respective Chambers of Commerce to support such activities, as well as general operations. Staff will provide a rough draft of an MOU between the Village and the Chamber illustrate what such an arrangement could look like. This MOU would need to be approved by the Village Board.

ATTACHMENT:

1. Germantown Chamber Visitor Center_230823
2. Tourism Request Single Year Only - Gtown Chamber
3. Germantown Chamber Visitor Center_jk
4. draft LEASE Chamber of Commerce (KP red-line 6-28-23)

RECOMMENDATION:

Approve funding of up to \$147,200 over six years to support a lease for office space to house a combined Germantown Visitor Center and Chamber offices.

ACTION BY Committee:

Germantown Chamber Visitor Center



**A Proposal Delivered to the Village of
Germantown Tourism Commission
June 2023**

Chambers Promote and Enhance Local Tourism

1. Marketing and Promotion
2. Visitor Information Centers
3. Networking and Collaboration
4. Advocacy and Policy Influence
5. Training and Education
6. Events and Festivals



Marketing and Promotion

The Germantown Chamber of Commerce:

- Advertises community events on our social media platforms, website and newsletter
- Populates events and restaurants/lodging on the Travel Wisconsin website on behalf of Germantown
- Provides the “Community Guide” which is sent to all residents and businesses, taking on all costs and time with that endeavor
 - Send the Guide to all those who move to our community, including Colgate, Richfield, & Hubertus during the year, introducing them to our local businesses & resources
- Advertises our 5k in Fox Valley Sports family newsletter
- Marketing to highlight the unique attractions, events, and experiences in the area

Visitor Information Center

The Germantown Chamber of Commerce:

- Fills visitor and relocation information requests
- Populates, researches, and solicits events on our community calendar
- Places an ad in the “Visit Washington County Guide” promoting stays in Germantown and consistently populates events on their website

An improved, more visible space would allow the Chamber to:

- Be the “go to spot” where tourists could obtain brochures, maps, and other relevant materials about local attractions, accommodations, events, and services
- Serve as a resource hub, offering assistance and recommendations to visitors, which in turn encourages them to explore the local area

Networking and Collaboration

The Germantown Chamber of Commerce:

- Provides more than 60 networking opportunities each year including breakfasts, business after hours events, roundtable discussions and community awards
- Act as a connector within the local business community. By fostering collaboration, we help to create packages that encourage tourists to stay longer or engage in multiple activities, thereby boosting local tourism revenue

An improved, more visible space would allow the Chamber to:

- Highlight the unique attractions, events, and experiences in the area
- Be a reminder to the businesses & community of our resources and support

Advocacy and Policy Influence

The Germantown Chamber of Commerce:

- Hosts the “Candidate Forum”, a moderated informational event that supports the voice of all political candidates in a non-debate setting
- Represents the interests of Chamber members and local businesses through serving on the Economic Development Commission
- Supports diverse housing options, which will bring a solid workforce to Germantown businesses
- Serves on the Tourism Commission which invests in events and attractions to bring visitors to Germantown

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Training and Education

- Offer the “Leadership Germantown” program, designed to develop leaders within our community. This is accomplished by:
 - Providing quality programs that develop and enhance leadership skills
 - Creating awareness of how each individual can make a difference in their community
 - Building connections with other leaders and professionals
 - Providing over 400 hours of community service a year
- Organize workshops, training programs, and seminars aimed at improving the skills and knowledge of local professionals
- Contribute to the overall quality of services provided to the community and to tourists, ensuring a positive experience and encouraging repeat visits



Events and Festivals



The Germantown Chamber of Commerce:

- Organizes local events and festivals that attract visitors, such as:
 - Chamber Golf Outing
 - Manufacturing and Trade Career Expo
 - Candy Cane 5K run/walk & Jingle Bell Dash
 - Tannenbaum Trail
 - Christmas Festival Parade & Christmas in the Park
 - Annual Community Awards
- Supports local events such as: 4th of July, Oktoberfest, Mai Fest, Taste of Germantown, Rec Carnival, Mud Run, Glow Walk, Music at the Pavilion, Scholarship Auction & more



An improved, more visible space would allow the Chamber to:

- Create better opportunities for visitors to experience the local culture, generate economic activity, and raise the profile of the destination

2050 Plan Guiding Principles

Building a Strong Economic Base

- Germantown will also focus on promoting the Village as a tourist destination to bolster the Village's fiscal wellbeing

Germantown Chamber already focuses on promoting the Village as a tourist destination, through the support of our members, the business community

- Creating the Community Guide or Community Map every year
- Populating tourism sites, local event calendar and social media with local events, field phone calls, in-person visitors and e-mail inquiries
- Hosts events that bring people and business people to the village
- Offers Leadership Germantown which fosters appreciation for the village they live and/or work



The Village and the Tourism Commission

Statutory Guidelines

Village Code 1.378 Germantown Tourism Commission.

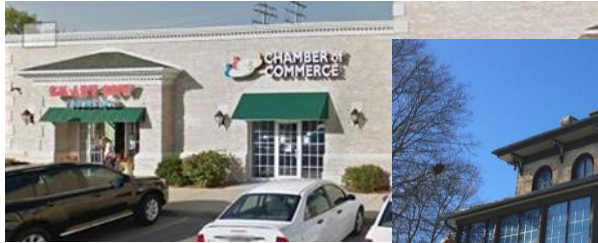
The commission shall use the room tax revenue it receives from the Village for tourism promotion and tourism development in the Village.

The Germantown Chamber of Commerce:

- Has proven expertise in promoting and developing tourism within the Village
- Requests funds to support rent, utilities, and signage for a new Chamber Office for an initial six-year period
 - Support of the local Chambers of Commerce by the Tourism Commission is not unique
 - Most nearby Chambers who already have the benefit of a great location, use Tourism money to fund tourism focused employees or tourism focused marketing strategies

Location, Location, Location

- The Germantown Chamber office is currently located in the basement of the Chase Bank
- Not visible, not welcoming
- Signage small and not noticed



Above – The Chamber of Greater Menomonee Falls & Sussex
Right – West Bend Area Chamber of Commerce

- Other Chamber offices in our region have much nicer, more visible and welcoming locations
- Our obscurity is losing business for our Village and is preventing us from thriving
- Storefront opportunities are limited but would give instant promotion of Chamber

Local Chambers and the Tourism Commission

The Chamber of Greater Menomonee Falls & Sussex, West Bend Area Chamber of Commerce & Hartford Area Chamber of Commerce all have support from their local Tourism Commissions

With the funds they are required to

- Act as the tourism center – know about all events, field questions, greet visitors
- Be a connector of the community and businesses
- Create the local community guides & maps
- Serve on related village committees
- Continue to host community events they are already hosting

Promote Tourism with a Visible Chamber Office

An improved, more visible space would allow the Germantown Chamber to:

- Highlight the unique attractions, events, and experiences in the area
- Better welcome visitors to experience the local culture, generate economic activity, and raise the profile of the destination
- Serve as a resource hub where tourists could obtain brochures, maps, and other relevant materials about local attractions, accommodations, and services
- Host business and community organization meetings and increase collaboration
- Encourage the active participation of our residents in our local government and community
- Be a reminder to the businesses & community of our resources and support
- Grow

Stronger Together: Village & Chamber



Village of



Germantown



**Business Focused
Community Driven**

GERMANTOWN TOURISM COMMISSION

REQUEST FOR FUNDING CALENDAR YEAR 2023

Funds may be requested by groups for events or projects that will bring visitors to the Village of Germantown

1. Event Name Germantown Chamber of Commerce & Visitor Center
Group Name Germantown Area Chamber of Commerce
Address W156N11251 Pilgrim Rd, Germantown, WI
Telephone Number & Email 262-255-1812
2. Responsible persons name Joletta Kerpan, Executive Director
Telephone (if different from above) _____
3. Amount requested \$25,000
4. Date by which funding is desired: as soon as possible

Please complete the information requested on the back of this form regarding the project or event.

Please submit an estimate for the project for approval. Upon completion of the project, receipts submitted will be matched against the detail costs to verify the final expenditure.

- 1) All receipts must be received by the Village Clerk within 60 days of approval or the day of the event.**
- 2) Upon approval, any advertising and projects must display: Sponsored in part by Village of Germantown Tourism Commission.**
- 3) Plan for a representative from your organization to attend the Tourism Commission meeting when funds are requested. You will be notified by email of the date and time of the meeting.**

**Please complete the following regarding your request from the
Tourism Commission:**

Event or project description: (Please provide details regarding your event or project)

The Germantown Area Chamber of Commerce has been located in the basement of Chase Bank since its beginning in 1981. As an organization, we are grateful for Chase Bank's generosity in providing office and storage space, meeting space, and utilities at no charge. We feel the physical invisibility of the Germantown Area Chamber of Commerce equates to the unknown existence of our chamber and associated resources and limits our growth. Circumstances have provided us an opportunity at a location with great visibility, support from a community minded landlord and a versatile space. This space will bring about more engagement and interactions with the chamber, our events and the community. The location will serve as a great information and welcome center for the Village of Germantown.

Goals of your event/project:

Increase visibility to promote business, Chamber and community growth. The location will help those looking to locate their family and/or business here and will bring additional resources for businesses and organizations in the area. The space will help give our Chamber members a place to have meetings, meet people and provide an area for connections to be made within the community.

Cost details:

Please see the attached lease draft. We are asking for

1) one year of rent as outlined in the contract \$24,375

2) Cost of renovation of space of \$59.72 a month, equals \$716

2nd or 3rd year applicants - please describe the results of the previous years event/project:

GUIDELINES

- 1) Funds shall not be used for fund raising functions. However, they may be used in conjunction with funds raised by such functions for projects or improvements.
- 2) Funds shall be used for seasonal, permanent or long-lived improvements that benefit the Village.
- 3) Applicants must be a Germantown resident, civic organization or business.
- 4) Submit receipts to the Village Clerk within 60 days of approval or the day of the event for reimbursement.

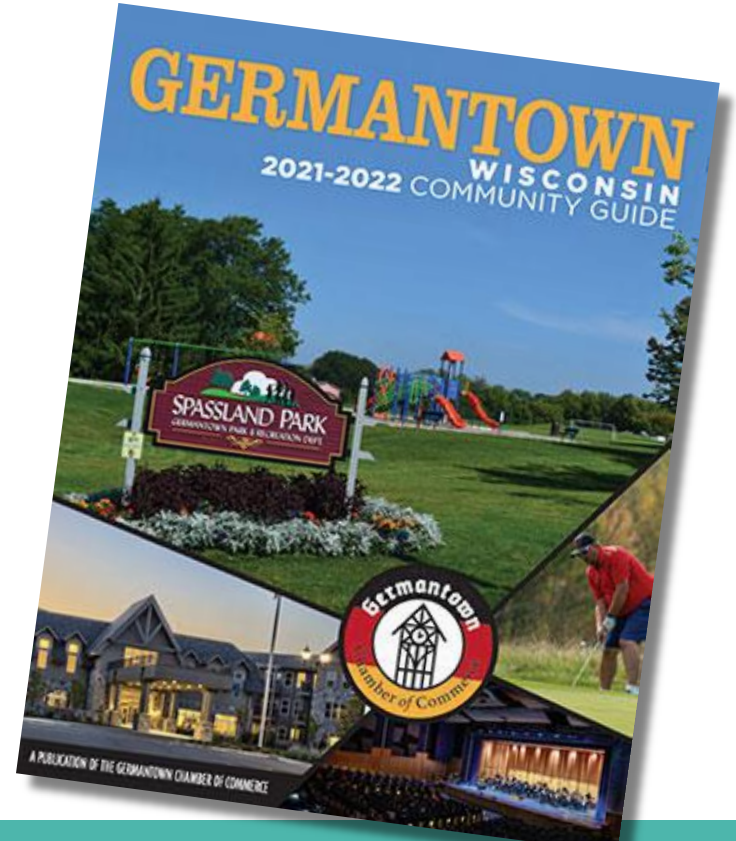
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**Business Focused
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LEASE Chamber of Commerce

THIS LEASE ("Lease") is made and entered into as of this ____ of June 2023, by and between DPB, LLC ("Landlord"), having an address of N112 W16760 Mequon Road, Germantown, Wisconsin 53022, and ~~Germantown Chamber of Commerce~~ Germantown Area Chamber of Commerce and Industry, Inc. ("~~Tenant~~"), having an office address of N112 W16760 Mequon Road, Germantown, Wisconsin 53022.

1. BASIC TERMS. The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 Project: The land, building(s), improvements and appurtenants (or portion thereof) located on N112 W16760 Mequon Road, Germantown, Wisconsin 53022.
- 1.2 Building: The building (or portion thereof) situated in the Project in which the Premises are situated.
- 1.3 Premises: Approximately 1,250 square feet of space within the Building as shown on Exhibit A attached hereto.
- 1.4 Common Areas: The areas of the Project not regularly and customarily leased for the exclusive use of tenants, including but not limited to, any entranceways and vestibules, common hallways and stairs, parking areas, driveways, walks and landscaped areas.
- 1.5 Term: Three (3) years commencing on July 1, 2023 (the "Commencement Date") and terminating on ~~July 1~~ June 30, 2026 (the "Termination Date") (the "Initial Term"). Tenant shall also have the option to renew and extend the term of this Lease for an additional three (3) year period, commencing on July 1, 2026 and extending until June 30, 2029 (the "Renewal Term"). Tenant may exercise its option to renew this Lease by delivering written notice of renewal to Landlord at least ninety (90) days prior to the Termination Date of the Initial Term. Upon delivery of such written notice, the Lease shall be extended for the Renewal Term subject to Rent as outlined in Section 1.6 below. The Initial Term and Renewal Term, if any, shall be collectively referred to as the "Term" of this Lease.

1.6 Rent: Rent (gross) shall be paid as per the following Rent Schedule:

<u>PERIOD</u>	<u>RENT PSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
7/1/2023 – 6/30/2024	\$19.12	\$1,991.67	\$23,900.00
7/1/2024 – 6/30/2025	\$19.50	\$2,031.25	\$24,375.00
7/1/2025 – 6/30/2026	\$19.89	\$2,071.88	\$24,862.50

If Tenant exercises its option to renew the Lease, rent (gross) from during the Renewal Term shall be as follows:

<u>PERIOD</u>	<u>RENT PSF</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
<u>7/1/2026 – 6/30/2027</u>	<u>\$19.89</u>	<u>\$2,071.88</u>	<u>\$24,862.50</u>
<u>7/1/2027 – 6/30/2028</u>	<u>\$20.28</u>	<u>\$2,112.50</u>	<u>\$25,350.00</u>
<u>7/1/2028 – 6/30/2029</u>	<u>\$20.69</u>	<u>\$2,154.75</u>	<u>\$25,857.00</u>

1.7 Permitted Use: Germantown Chamber of Commerce and related office use.

1.8 Exhibits

~~1.9~~ Tenant Improvement Costs: Exhibit A—Premises

~~1.10~~ Exhibit B—Personal Guaranty

Exhibit C—See Exhibit B regarding initial alterations to ~~space~~ Premises *

Tenant and Landlord will split the costs of the alterations. Landlord will pay up front costs while Tenant's ~~one-half (1/2) share of the~~ costs will be divided up to be included in the monthly rent ~~during for~~ the ~~first three (3) year~~ term of the lease ("Tenant Improvement Costs"). Current Estimate for Tenant Improvement Costs during first three (3) years of Lease term is ~~of~~ \$59.72 per month. Contract and cost of alterations shall be subject to Tenant's approval. If contractor costs change, subject to Tenant's approval, ~~this will be modified in monthly payments.~~ Tenant Improvement Costs shall be adjusted accordingly.

2. DEMISE AND TERM. Landlord leases the Premises to Tenant and Tenant leases the Premises described in Section 1.3 above from Landlord for the Term and upon the terms and conditions set forth in this Lease; provided, that any space in the Premises used for shafts, pipes, conduits, ducts, electrical or other utilities or Building facilities, as well as access thereto through the Premises for the purposes of installation, operation, maintenance, inspection, repair and replacement are reserved to Landlord and are excluded from the Premises. The parties agree for the purpose of this Lease that the square footage of the Premises shall be conclusive and binding upon the parties and not subject to redetermination. The Term of this Lease shall commence on the Commencement Date and end on the Termination Date, subject to Tenant's option to renew as set forth in Section 1.5.

2.1 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant in AS IS condition. Tenant has examined the Premises and hereby agrees to accept the Premises in AS IS condition. Tenant's taking physical possession of the Premises shall be conclusive evidence that Tenant accepts the same and that the Premises are in the condition called for by this Lease.

3. RENT. Tenant agrees to pay to Landlord without prior demand or notice, the Rent for the Premises in accordance with the Rent schedule set forth in Section 1.6 above. Rent shall be payable in advance on the first day of each month during the Term. In the event the Term commences on other than the first day of a calendar month, the Rent for such partial month shall be prorated

based upon the actual number of days of the Term during such month. The parties hereto agree that the Rent payable under the terms of this Lease is an independent covenant of Tenant and shall be an absolute net return to Landlord for the Lease Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason and all of the provisions of this Lease shall be construed and interpreted to such end.

3.1 Personal Property Taxes. Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

3.2 Late Charge. Tenant acknowledges that late payment of Rent involves additional costs to Landlord for collection and bookkeeping, and, in some instances could result in Landlord's mortgagee imposing a late charge on Landlord, and accordingly, Tenant agrees that, if Rent due hereunder is not paid by the fifth (5th) day after it is due, then Tenant shall pay upon demand interest on the amount required to be paid, at the interest rate specified in Section 28 below, until such amount is paid in full. The foregoing provision for payment of interest shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent.

4. Intentionally Deleted

5. USE. The Premises shall be used only for the purpose set forth in Section 1.7 above and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Project, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Project or otherwise violate any recorded covenant or restriction affecting the Project. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Project. Tenant shall not place a load upon any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not cause or permit in or about the Premises any offensive odors or other odors objectionable to Landlord or other tenants or patrons of the Building. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the operation of Tenant's business.

6. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Premises, with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, and with the Rules and Regulations, and any modifications or amendments thereto for the use, occupancy and operation of the Project or all reasonable rules and regulations to regulate the use, occupancy and operation of the Project which may from time to time be established by Landlord in writing (the "Building Rules"), and any modifications or amendments

thereto. Tenant shall not do or permit anything to be done on or about the Project or bring or keep anything therein which will in any way increase the cost of any insurance now or thereafter carried on the Project or any of its contents or that will invalidate any such insurance. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Rules and Regulations.

7. ENVIRONMENTAL REQUIREMENTS. Tenant shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business provided that Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim, damage, cost or injury, including handling, storage, disposal or release of any Hazardous Substances by Tenant, its agents, employees or contractors on, under or about the Premises, including, without limitation, the cost of any required or necessary repair, cleanup, remediation or detoxification, or arising from an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

8. COMMON AREAS. Tenant and its employees, customers and invitees shall have the reasonable nonexclusive right to use, in common with Landlord and the other tenants and occupants of the Project and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas as may from time to time exist. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, are necessary to

prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Common Areas, to construct additional buildings and stories, to create additional rentable areas through use and/or enclosure of Common Areas, to close portions of the Common Areas for maintenance, repair or replacement, to place signs in the Common Areas and on the Building or in the Project, to change the name of the Project and to change the nature of the use of any portion of the Project.

9. PARKING. Tenant and Tenant's employees, customers and invitees shall have the nonexclusive right to use the parking spaces located within the Common Areas. Landlord reserves the right to regulate parking within the Common Areas, including: (i) the right to preclude Tenant from parking in certain parking spaces, or (ii) requiring Tenant to use certain parking spaces. Tenant shall not allow vehicles to be parked at the Project overnight and Tenant shall not allow the parking of vehicles larger than a passenger-size SUV on the Project grounds. Tenant shall not permit vehicles to be abandoned or stored in the Project's parking areas.

10. MAINTENANCE AND REPAIRS. Landlord shall maintain the Common Areas and the exterior walls, roof and foundation of the Building(s) in the Project and the heating, ventilating, air conditioning, electrical, plumbing and mechanical systems provided by Landlord in the Building (but not in the Premises); provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, or the particular nature of Tenant's use of the Premises, Tenant shall be responsible for the entire cost of such repairs. Except as set forth herein, Tenant shall, at its expense, keep the Premises and every part thereof, in good condition and repair and, if required by reason of acts or negligence of Tenant, its agents, employees, customers or invitees, or the particular nature of Tenant's use of the Premises, all repairs and replacements otherwise the responsibility of Landlord. Tenant shall be responsible for repairing any damage to the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Lease Term, which obligation shall survive the expiration or early termination of this Lease. Landlord, at Landlord's option, may elect to perform all or part of the maintenance, repairs and servicing which is the obligation of the Tenant hereunder and/or the obligation of all of the other tenants of the Project with respect to the premises occupied by them, in which event the cost thereof shall be at Landlord's option either billed directly to and paid by Tenant as additional rent. Except as aforesaid, in the event that, at the request of Tenant, Landlord performs any maintenance, repairs or servicing of the Premises which is the obligation of Tenant hereunder, then Tenant shall pay Landlord directly therefor. Tenant shall be responsible for the timely removal of all trash and shall deliver such trash to the designated dump site area in a clean and workmanlike manner.

11. UTILITIES AND TAXES. Landlord shall furnish and pay for the following services to the Premises: water and sewerage service. In addition, Landlord shall pay for the real estate taxes for the Building. Tenant shall pay for all of its own heat, air conditioning, gas and electric current, based on direct metered usage, as levied or specifically charged against the Premises by the providing utility company. Where necessary, Tenant shall, at its own cost, make application for and arrange for the installation of all meters or other devices. Tenant shall keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein.

Tenant shall also be responsible for obtaining all phone, internet, or other services required within the Premises for operation of Tenant's business and shall pay for such services as and when payments are due. Tenant shall not use any nonstandard apparatus or device in the Premises which will in any way increase the amount of any utility service usually furnished, consumed or supplied for use of the Premises as general office space. If any such nonstandard equipment is utilized, then such equipment may be separately metered and such costs shall be directly borne and paid for by Tenant.

No discontinuance of any utility service shall relieve Tenant from performing any of its obligations under this Lease, and Landlord shall not be liable for any discontinuation in or failure of any utility service, and no such failure or discontinuation shall be deemed a constructive eviction. Landlord shall not be liable under any circumstances for loss of or injury to property (including documents, files or other property damaged, destroyed or lost through acts or omissions of the personnel performing janitorial or cleaning services) or person, however occurring, through or in connection with or incidental to the furnishing of or a failure to furnish any of the foregoing services. In the event that Tenant's disproportionate use or timing of its use of any form of energy should subject the Project or Landlord to any additional cost, fee or tax, Tenant shall pay or reimburse Landlord for the same as additional rent within fifteen (15) days after Landlord's bill therefor.

12. JANITORIAL SERVICE. Landlord shall provide all janitorial services within the Common Areas. Tenant shall use its best efforts to keep the Common Areas and its own Premises neat and clean. Tenant, at Tenant's expense, shall be responsible to provide janitorial services within the Premises.

13. ALTERATIONS. Tenant shall not make any alterations, additions or improvements (Alterations") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the prior written consent of Landlord for such Alteration. Landlord's consent to an Alteration may be granted or withheld in its sole discretion or may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may impose. Except for Tenant Improvement Costs (which shall be split between Landlord and Tenant as set forth in Section 1.8), If Landlord consents to an Alteration, the Tenant's Alterations shall be at Tenant's sole cost, and timely conducted in a first-class workmanlike manner and in accordance with plans and specifications to be approved by Landlord in accordance herewith and in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Premises. Except for initial alterations described in Section 1.8, Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all

governmental authorities for any Alterations. Tenant shall not unreasonably disturb other occupants of the Building while installing an Alteration. If the installation of an Alteration disturbs other Building occupants due to excessive noise, vibration, odor or similar concerns, then Landlord may require Tenant to cease installation and complete such Alteration outside of normal office hours. Landlord shall have the right to inspect Tenant's Alteration work at any time. Upon completion of the installation of any Alterations, Tenant shall deliver to Landlord copies of paid invoices and a lien waiver from each party providing labor or supplies in connection with such Alteration(s).

Notwithstanding the foregoing, Tenant and Landlord agreed to equally share the cost of the initial alteration of the space from the contractors estimate dated 5/30/2023, subject to Tenant's final approval of the contract for such initial alterations. The Landlord will pay the upfront costs and the Tenant costs will be included in the monthly rent as described in Section 1.8 ("Tenant Improvement Costs")~~exhibit G.~~

13.1 Submission of Plans for Approval. Tenant shall submit full and complete plans and specifications prepared and sealed by an architect or engineer licensed in the state in which the Premises is located showing any Alterations proposed to be made by Tenant on or to the Premises and shall obtain Landlord's written approval of any work shown on such plans and specifications to be performed by Tenant prior to commencement of any such work by Tenant, which approval shall not be unreasonably withheld or delayed. Any work by Tenant shall be done by contractors selected by Tenant and reasonably acceptable to Landlord. Upon completion of any Alterations, Tenant shall provide Landlord with a copy of the as-built plans and specifications for the same.

13.2 Tenant's Trade Fixtures. Tenant shall, at its sole cost and expense, fully equip the Premises with all personal property, stock in trade, furniture and furnishings, signs and trade fixtures necessary for the proper operation of Tenant's business (collectively, "Tenant's Trade Fixtures"). All Tenant's Trade Fixtures put or installed in the Premises at Tenant's expense shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term as distinguished from the Alterations which shall not be removed from the Premises unless Landlord otherwise directs. Any of Tenant's Trade Fixtures not removed by Tenant upon the termination or earlier expiration of the Term may be construed by Landlord as abandoned by Tenant, and Landlord may, at Landlord's discretion and at Tenant's reasonable cost, immediately dispose of such Trade Fixtures in any manner that Landlord shall determine is appropriate and Landlord is hereby released of all liability for doing so. Landlord's rights under this Section 13.2 shall survive the termination or earlier expiration of the Term.

13.3 Mechanics' Liens. Tenant shall not suffer or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record. Tenant, at Tenant's expense, shall bond over or procure the satisfaction or discharge of record of all construction, mechanics', materialmans' or other liens and encumbrances (each a "Lien") within thirty (30) days after the filing thereof. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such Liens and Tenant shall be responsible to pay Landlord for all costs and expenses incurred in connection therewith within ten (10) business day of demand, which expenses shall include reasonable attorney's fees and any costs in posting bond to effect discharge or release of the Lien as an encumbrance against the Premises or the Project. Tenant shall have no authority to create any Liens or permit others to have Liens for

labor or materials on or against the Project and/or the Premises and, accordingly, Tenant shall defend, indemnify and hold Landlord harmless from and against any and all Liens filed in connection with Alterations or any other work, labor, services or materials done including, without limitation, security interests in any materials, fixtures, or articles installed in and constituting a part of the Premises and against all costs, expenses, and liabilities (including reasonable attorney's fees) incurred in connection with any such Lien or any action or proceeding brought thereon.

13.4 Ownership of Improvements. All betterments and improvements in or upon the Premises made by either party, except Tenant's Trade Fixtures, including all affixed lighting fixtures, HVAC equipment and all pipes, ducts, conduits, wiring, paneling, affixed partitions, railings and the like shall remain upon and be surrendered with the Premises as a part thereof at the expiration or sooner termination of the Term and shall become the property of Landlord at such time; provided Tenant shall remove any such leasehold improvements identified by Landlord, and Tenant shall remove any safes, vaults and safe deposit boxes installed in the Premises by Tenant and other installations that would be difficult or expensive to remove, unless Landlord otherwise directs.

14. SIGNS. Tenant shall not install any signs in or about the Premises visible from the exterior of the Premises without the prior written consent of the Landlord.

15. LIENS. Tenant shall not suffer or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

16. RIGHT OF ENTRY. Landlord reserves the right to enter the Premises at reasonable times and upon at least twenty-four (24) hours written notice to Tenant, to inspect the same; to supply any service to be provided by Landlord hereunder; to show the Premises to prospective purchasers, mortgagees or tenants; and to alter, improve, or repair the Premises and any portion of the Building, all without abatement of rent. In such case Landlord may use and maintain scaffolding, pipes, conduits and other necessary structures in and through the Premises where required by the character of the work to be performed, provided entrance to the Premises shall not be denied Tenant, and further provided that such work shall not unreasonably interfere with the business of Tenant. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have a key with which to unlock all of the doors in, upon, or about the Premises, excluding Tenant's vaults and safes or special security areas (which must be designated in advance by Tenant and approved in writing by Landlord), and Landlord shall have the right to use any and all means which Landlord may deem necessary to open such doors in an emergency. Notwithstanding the foregoing, twenty-four (24) hours written notice shall not be required in cases of emergency. Any entry to the Premises or portions thereof obtained by Landlord by any of such means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

17. EASEMENTS. Tenant shall permit Landlord (or its designees) to erect, use, maintain, replace, and repair pipes, cables, conduits, plumbing, vents and telephone, electric and other wires or other items, in, to and through the Premises, as and to the extent that Landlord may now or hereafter

deem to be necessary or appropriate for the proper operation and maintenance of any portion of the Building, provided no such item shall unreasonably interfere with the use of or be objectionably visible in the Premises. Landlord shall, within a reasonable period of time following completion of any such work, restore the Premises to the condition of the Premises existing prior to the commencement of such work. All such work shall be done, so far as practicable, in such manner as to minimize interference with Tenant's use of the Premises.

18. INSOLVENCY OR BANKRUPTCY. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act shall, at Landlord's option, constitute a breach of this Lease by Tenant. Upon the happening of any such event or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

19. INSURANCE. Tenant shall, at its expense, obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease covering injury to or death of persons and damage to property in an amount not less than \$1,000,000.00 single limit and to the limit of not less than \$2,000,000 in general aggregate; (b) fire insurance, with extended coverage, vandalism and malicious mischief and theft, without deductible or coinsurance, covering the ~~contents of Tenant's personal property and Tenant's Trade Fixtures in the Premises and all alterations, additions and leasehold improvements made by or for Tenant~~ in the amount of their full replacement value; and (c) worker's compensation insurance; ~~and (d) such other insurance as may be required from time to time by Landlord or any mortgagee of the Project.~~ All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall name Landlord as an additional insured party, and all insurers thereon shall agree not to cancel or change the same without at least thirty (30) days prior written notice to Landlord. A certificate of Tenant's insurers evidencing such insurance shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord.

Landlord shall keep casualty insurance on the Building insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs, alterations) against (i) loss or damage by fire; and (ii) such other risk or risks of a similar or dissimilar nature as are now, or may be in the future be, customarily covered including, but not limited to, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage deemed necessary by Landlord, providing such additional coverage is such as is customarily carried with respect to building and improvements similar in construction, general location, use, occupancy, and design to the facility.

20. WAIVER OF SUBROGATION. Each party hereby expressly releases the other from liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril ~~included in the coverage to the extent of coverage under any policy required under Section 19 of any applicable fire and extended coverage and material damage insurance~~, however caused, including such losses as may be due to the negligence of the

other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation (evidenced by endorsement to the required insurance policies) which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

21. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord and its members, agents and employees (collectively the "Released Parties"), for any injury or damage to any person or property in or about the Project, resulting from the Project, Building or Premises, or any part thereof or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of the Released Parties or of other tenants or occupants or employees in the Project; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature, except to the extent that such claim, injury or damage results from Landlord's own negligence or breach of this Lease. All property in or about the Project or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and the Released Parties shall not be liable for damage thereto or theft, misappropriation or loss thereof, except to the extent that such loss or damage results from Landlord's own negligence or breach of this Lease. ~~If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Project and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.~~

22. INDEMNIFICATION. Tenant agrees to indemnify and hold harmless Landlord and its members, agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees), including those arising from any injury or damage to any person (including death), property or business (a) sustained within the Premises or (b) sustained about the Premises, the Building or the Project resulting from the actions or failure to act of Tenant, its employees, agents, contractors, invitees, licensees or subtenants, or (c) resulting from the failure of Tenant to perform its obligations under this Lease; provided, however, Tenant's obligations under this section shall not apply to injury or damage resulting from the breach of this Lease, gross negligence, or willful act of Landlord or its respective agents or employees. Tenant's indemnification of Landlord as provided herein shall survive the expiration or earlier termination of this Lease.

23. CASUALTY. If the Premises are destroyed or damaged by fire or other casualty covered by a standard fire and extended coverage policy, then (unless this Lease is terminated by Landlord as hereinafter provided) Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises, within one hundred eighty days (180) from the date of such event, to the

condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its furnishings, furniture and equipment to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. If, however, any destruction or damage to the Premises, Building or Project (regardless of whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises, Building or Project, or the proceeds of insurance are not sufficient or available to fully pay the cost of repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant. Notwithstanding anything to the contrary in this Section, if Landlord's mortgagee or holder of deed of trust elects not to make sufficient insurance proceeds available to Landlord for repair and restoration, then Landlord may terminate this Lease and the tenancy hereby created by giving written notice to Tenant, and in the event of such termination, Rent shall be adjusted as of the Termination Date specified in Landlord's notice.

24. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. If any material part of the Project is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority, upon giving written notice thereof to Tenant, and the Rent payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, this Lease shall continue in force as to the part of the Premises not taken, and the Rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken. In the event of any such taking, Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall, unless this Lease has been terminated, make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and Alterations) to restore the Premises remaining to as near its former condition as circumstances will permit and to rebuild or restore the remainder of the Premises to the approximate condition in which they existed at the time of such taking. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building, Common Areas or Project, shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired Term hereof. Notwithstanding anything to the contrary in this Section, if Landlord's mortgagee or holder of deed of trust elects not to make sufficient funds from the award in condemnation or proceeds of sale available to Landlord, then Landlord may terminate this Lease and the tenancy hereby

created by giving written notice to Tenant, and in the event of such termination, Rent shall be adjusted as of the Termination Date specified in the Landlord's notice.

25. ASSIGNMENT AND SUBLETTING. Tenant shall not without the prior written consent of Landlord, which consent shall be within Landlord's sole discretion, assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. Tenant shall seek such written consent of Landlord by a written request therefore delivered to Landlord at least 30 days prior to such assignment or subletting. Tenant shall provide to Landlord such additional information regarding such assignment or subletting as Landlord reasonably deems necessary. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of Rent due and to become due and the performance of all other obligations of Tenant hereunder for the Term hereof.

26. DEFAULT. If (a) Tenant shall fail to pay the Rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant (except that such thirty (30) day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such thirty (30) day period and provided Tenant commences the process of curing such default within said thirty (30) day period and continuously and diligently pursues such cure to completion), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise, pass to any party other than Tenant, or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (g) an execution or attachment is levied against Tenant's property or that of any guarantor of this Lease, then in any such case, Landlord may, upon notice to Tenant and eviction pursuant to Wisconsin statutes, recover possession of and reenter the Premises without affecting Tenant's liability for past Rent and other charges due or future Rent and other charges to accrue hereunder. In the event of any such default by Tenant, Landlord shall be entitled to recover from Tenant, in addition to Rent and other charges equivalent to Rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees

connected with the reletting of the Premises. As an alternative, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and cancelled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In the event of a default by Tenant under this Lease, Landlord may, in addition to the remedies referenced herein, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorneys' fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 28 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

27. COSTS AND ATTORNEY FEES. Tenant shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this Lease, whether or not litigation is commenced.

28. INTEREST. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate of twelve percent (12%) per annum from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

29. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Tenant's Alterations and decorations made to the Premises by Tenant shall remain and be the property of the Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant shall be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal; if not removed, the same shall be deemed abandoned by Tenant and Landlord may dispose of such items in any manner that the Landlord, in its sole discretion, determines is appropriate. If the Premises

are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

30. HOLDOVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease, it shall be deemed to be occupying said premises as a month-to-month tenant, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy, provided that Tenant shall pay to Landlord an amount equal to two hundred percent (200%) of the Rent in effect immediately preceding the holdover period on a monthly basis (or pro-rata for partial months) with respect to the holdover period. Such month-to-month tenancy may be terminated at the end of any calendar month by either Landlord or Tenant giving the other at least twenty-eight (28) days prior written notice. The foregoing provisions shall not affect or impair, and shall be in addition to, Landlord's rights to pursue any and all remedies for Tenant's default resulting from such holdover available under this Lease, at law or in equity.

31. TRANSFER BY LANDLORD. In the event of a sale or conveyance of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

32. SUBORDINATION. This Lease is and shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed on or against the Project or the Building, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments and supplements to any mortgage or deed of trust, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such mortgage or deed of trust as may be required by Landlord. Tenant shall deliver such instruments hereunder evidencing such subordination of this Lease within ten (10) days after request from Landlord. If Tenant does not execute and deliver such instruments, then Landlord is irrevocably appointed as Tenant's attorney-in-fact to execute such instruments evidencing such subordination. Tenant shall be required to give the holder of any mortgage or deed of trust notice of a default by Landlord and the holder of such mortgage or deed of trust shall be given an additional thirty (30) days after the Landlord's cure period to cure such default. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or deed of trust shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage or deed of trust, then and in such event, and only upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of such mortgage or deed of trust.

33. MODIFICATIONS. Tenant agrees to execute any modification of this Lease which may be required by a lender as a condition to making a secured loan on the Project; provided that no such modification shall alter the Rent or Term provided herein or materially reduce the economic value hereof to Tenant. Tenant agrees to complete and promptly return any estoppel certificates that may be required in connection with any secured loan on the Building.

34. ESTOPPEL CERTIFICATES. Tenant agrees that at any time and from time to time within ten (10) days after request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage or deed of trust upon, such interest.

35. NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing, and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address indicated on Page 1 of this Lease or to such other place as the Tenant may from time to time designate in a written notice to the Landlord. Notices and demands to the Landlord shall be addressed to it at the address indicated on Page 1 of this Lease, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to the Tenant. Such notices under this Section shall be effective on the day of delivery if delivered in person, on the third business day after deposit in the United States mail, and on the first business day after proper and timely deposit for next business day delivery, charges prepaid, with a nationally recognized service providing next business day service.

36. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

37. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

38. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs neither of this Lease nor in any way affect this Lease.

39. FORCE MAJEURE. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord's or Tenant's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

40. CORPORATE AUTHORITY. If Tenant is an entity, the individuals executing this Lease on behalf of Tenant each warrant and represent that Tenant is a duly constituted entity organized under and in good standing under the laws of the State of Wisconsin; that the persons executing and delivering this Lease on behalf of Tenant are duly authorized by Tenant to execute and deliver this Lease on behalf of Tenant; and that all necessary actions have been taken which are necessary to authorize and approve this Lease and to authorize the signatory hereto to execute and deliver the same and bind Tenant to the terms and provisions hereof.

41. BROKER'S COMMISSION. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against and hold it harmless from, all liabilities arising from any such claim (including without limitation, the cost of attorneys' fees in connection therewith); which indemnification shall survive the expiration or earlier termination of this Lease.

42. JOINT AND SEVERAL LIABILITY. If Tenant is more than one natural person, corporation, partnership or other entity, the parties collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

43. ADDENDA. The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.

44. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

45. PARTIAL INVALIDITY; SEPARATE COVENANTS. If any provision of this Lease or application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be

affected thereby and each such provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is, and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

46. COUNTERPARTS. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Facsimile and electronic signatures shall be deemed original signatures and are binding on both parties.

~~47. PERSONAL GUARANTY. In order to induce Landlord to enter into this Lease, Tenant shall cause Sherri Heppe ("Guarantor") to execute and deliver to Landlord a guaranty in substantially the same form attached hereto as Exhibit B ("Guaranty"). Tenant shall cause the Guaranty to be executed and delivered to Landlord simultaneously with Tenant's execution and delivery of this Lease.~~

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first written above.

LANDLORD:

DPB, LLC

By: _____

Chad Zambon

Authorized Representative/Member

TENANT:

Germantown Area Chamber of Commerce and Industry, Inc.

~~Germantown Chamber of Commerce~~

By: _____

Executive Director,

Germantown Area Chamber of Commerce and Industry, Inc.

~~Germantown Chamber of Commerce~~

By: _____

Board President,

Germantown Area Chamber of Commerce and Industry, Inc.

EXHIBIT A

THE PREMISES

[TO BE ATTACHED]

EXHIBIT B

~~PERSONAL GUARANTY~~

~~{TO BE ATTACHED}~~

EXHIBIT ~~CB~~

THE INITIAL ALTERATIONS

(TO BE ATTACHED)

BUSINESS OF THE TOURISM COMMISSION

MEETING DATE: December 4, 2023

PLACEMENT:

ITEM TITLE: Request for Funding by Visit Washington County for 2024
Calendar Year

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

Visit Washington County is requesting funding for the 2024 Calendar year in the amount of \$5,000 for the promotion of Germantown to include hotels, attractions, events, and tourism related businesses to attract both business and leisure travel to Germantown.

ATTACHMENT:

1. Visit Washington County 2024 Guide Request

RECOMMENDATION:

Staff recommends approval of the request for funding for Visit Washington County in the amount of \$5,000.00 for the 2024 calendar year.

ACTION BY Committee:

GERMANTOWN TOURISM COMMISSION

REQUEST FOR FUNDING CALENDAR YEAR 2024

Funds may be requested by groups for events or projects that will bring visitors to the Village of Germantown

1. Event Name Visit Washington County
Group Name Visit Washington County
Address P.O. Box 447, Jackson
Telephone Number & Email (262) 677-5069 / info@visitwashingtoncounty.com
2. Responsible persons name Kathy Meulemans
Telephone (if different from above) Same
3. Amount requested \$5,000.00
4. Date by which funding is desired: January 2024

Please complete the information requested on the back of this form regarding the project or event.

Please submit an estimate for the project for approval. Upon completion of the project, receipts submitted will be matched against the detail costs to verify the final expenditure.

- 1) All receipts must be received by the Village Clerk within 60 days of approval or the day of the event.
- 2) Upon approval, any advertising and projects must display: Sponsored in part by Village of Germantown Tourism Commission.
- 3) Plan for a representative from your organization to attend the Tourism Commission meeting when funds are requested. You will be notified by email of the date and time of the meeting.

Please complete the following regarding your request from the
Tourism Commission:

Event or project description: (Please provide details regarding your event or project)

Promotion of Germantown to include hotels, attractions, events,
and tourism related businesses to attract both business and leisure
travel to Germantown.

Goals of your event/project:

Produce a Visitor Guide with 50,000 Copies that includes Germantown Village
Profile. Germantown listing and promotion on newly upgraded website (end of
2022).

Social media promotion/marketing on Twitter/"x", Facebook and Instagram.
Germantown Brochures on display at our two Visitor Centers.

Additional details:

Events listed in Visitor Guide and on website.

2nd or 3rd year applicants - please describe the results of the previous years event/project:

Included in print advertising placed outside of Washington County
Such as Key Magazine and Midwest Living Magazine.

We are open to presenting to the Tourism Commission to
show our work and discuss promotional opportunities to
create more overnight stays in Germantown.

TOURISM COMMISSION REQUEST

To: Germantown Tourism Commission
From: Cheri Schadeberg, Chairperson- Kiwanis Breakfast with Santa
Date: November 25, 2023
RE: Request for Tourism Commission funding

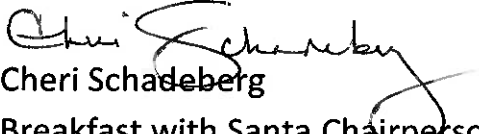
This document provides a summary of the “planned” 12th Annual –Kiwanis Breakfast with Santa event to be held December 17, 2023 at The Florian Event Venue. Online reservations are available this year for up to 950 attendees--as of November 20th we already have reservations over 600!

This event has truly become a Christmas tradition for families in the Germantown area. An “all you can eat”, delicious breakfast will be served by The Florian and Pancakes on the Go, Mr. and Mrs. Claus will be listening to lots of Christmas wishes, and families will have the opportunity to not *only* take beautiful pictures with the reindeer provided by Reindeer Games from Erin, WI—but Santa’s elves make sure that the kiddos learn lots of “reindeer facts”, too!

Germantown Kiwanis is very proud to bring this event to the community and are excited to work together with our community volunteers and the experts in “event coordination” at The Florian.

The Kiwanis Breakfast with Santa committee requests that the Tourism Commission of Germantown approve an amount of \$4000 to assist us in covering the expenses related to this wonderful event for Germantown.

Thank you for your consideration.


Cheri Schadeberg
Breakfast with Santa Chairperson

GERMANTOWN TOURISM COMMISSION

REQUEST FOR FUNDING

CALENDAR YEAR 2023

1. EVENT NAME: 12th Annual Breakfast with Santa
2. GROUP NAME: Germantown Kiwanis
3. ADDRESS: Event to be held at The Florian Event Venue – Germantown WI
4. TELEPHONE NUMBER & EMAIL: cheri.schadeberg@bankfivenine.com
262-250-3800
5. RESPONSIBLE PERSON: Cheri Schadeberg, Chairperson
6. AMOUNT REQUESTED: \$4000
7. DATE BY WHICH FUNDING IS DESIRED: JANUARY 15, 2024

EVENT DESCRIPTION:

Please see attached letter with summary of event.

GOALS OF OUR EVENT:

To continue a wonderful Christmas tradition for the families of the Germantown area. This event is primarily a “give back” to the community to enjoy each and every year! Any profits from this event will be given back to the community of Germantown as the following 2023 examples describe:

- GHS Scholarships
- Donations to the GHS Greenhouse Project
- Germantown Library donations for projects, books, etc...
- Donations to elementary, middle, and high school “junior” Kiwanis groups to assist with their projects, events, etc...
- Sponsorship of A Taste of Germantown and Mai Fest

COST DETAILS:

See attached proposed Profit and Loss

RESULTS OF PREVIOUS YEARS EVENT:

See attached document from 2022.

GERMANTOWN KIWANIS

BREAKFAST WITH SANTA

PROPOSED 2023

PROFIT AND LOSS

REVENUES:	PROPOSED 2023:
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Major Sponsors (10)	\$ 3750.00
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Business Card Sponsors (28)	\$ 2100.00
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Breakfast ticket sales 950*	
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(Average ticket price \$13	
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net of Eventbrite OL fees)	\$ 10400.00
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TOTAL REVENUES:	\$ 16250.00
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EXPENSES:	
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The Florian Event Venue*	\$ 10068.00
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Mr. and Mrs. Santa	\$ 500.00
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Reindeer Games	\$ 2400.00
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Goodie Bags*	\$ 475.00
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Digital Edge printing *	\$ 1300.00
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TOTAL EXPENSES:	\$ 14743.00
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NET EVENT PROFIT:	\$ 1507.00
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*Estimates

GERMANTOWN KIWANIS

BREAKFAST WITH SANTA

ACTUAL 2022

PROFIT AND LOSS

REVENUES:

Major Sponsors (11)	\$ 3550.00
Business Card Sponsors (28)	\$ 2100.00
Breakfast ticket sales (net of OL fees)	\$ 10844.89

TOTAL REVENUES: \$ 16494.89

EXPENSES:

The Florian Event Venue	\$ 9765.61
Mr. and Mrs. Santa	\$ 400.00
Reindeer Games	\$ 2400.00
Goodie Bags	\$ 462.61
Digital Edge printing	\$ 1137.00
Express News	\$ 165.00

TOTAL EXPENSES: \$ 14330.22

NET EVENT PROFIT: \$ 2164.67