



VILLAGE OF WILLIAMS BAY

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NOTICE

FINANCE & PERSONNEL (F&P) COMMITTEE MEETING MONDAY, JUNE 21, 2021 AT 6:50 PM VILLAGE HALL COUNCIL ROOM

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Dubin Dogs Amended Lease
- IV. Adjourn

Don Parker
Finance & Personnel Chair

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 06/18/2021 5:00 PM

MUNICIPAL BUSINESS LEASE

SECTION I. Date, Contracting Parties, Description of Property and Term of the Lease.

1. This lease is made this _____ day of _____, 2021, between The Village of Williams Bay, Wisconsin, herein called the Municipality, and Dip in the Bay, LLC herein called the Renter.

2. The Municipality, in consideration of the agreements with the Renter herein set forth, hereby leases to the Renter, to occupy a stationary cart to sell food and non-food items such as t-shirts, souvenirs, and sundries, and to use for business purposes only, the municipal land described as follows: Three possible locations as determined from time to time by the Municipality: in front of the beach house entrance (1), east of the beach house in front of the gate (2) and on the east side of the beach house under the roof (3). (see attachment)

3. This lease shall be for the following specified period: effective upon execution of this contract and shall continue in force until October 31, 2021. There shall be no automatic renewal of this agreement.

SECTION II. Rental Payments.

1. Amount of Rent: The monthly rental payment owed by the Renter shall be 3% of the Renter's gross sales for the payment period at any of the three listed locations. That amount shall be calculated from the start of this lease to the date the first payment due, and subsequently the intervals between payment due dates. The Renter shall provide verification of the gross sales to the Municipality.

2. Time of Payment: The monthly cash rent for this business to be paid by the Renter to the Municipality is to be paid on the 1st day of each month, or the closest Monday thereafter if said due date occurs on a Saturday or Sunday. The first payment shall be due July 5, 2021, and monthly thereafter with the last payment being due November 15, 2021.

3. Overdue rental payments shall bear interest at the rate of 10% per annum.

SECTION IV. The Renter Agrees as Follows:

1. It is the responsibility of the Renter to obtain and hold all necessary licenses and permits from the State of Wisconsin and Department of Agriculture, Trade & Consumer Protection, and to comply with all requirements of said licenses and permits and provide copies of the same to Village Administrator.
2. Renter agrees to not interfere or operate Renter's business on days and during the hours when food and beverages are being sold at municipally- sanctioned events at Lakefront Park. This provision may be waived if the organization holding the event consents in writing to renter operating its business during an event.
3. Premises herein leased and every part thereof, during said term, shall be used only for the lawful business purposes of the Renter.
4. Renter shall not alter or redecorate said premises without prior written consent of Municipality. Renter agrees to maintain the area in a neat, clean, and orderly manner.
5. Renter agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be paid or incurred by Municipality in enforcing this lease.
6. Renter agrees not to assign this lease or sublease the premises without the consent of the Municipality.
7. Renter agrees to indemnify and hold harmless the Municipality from any and all liability, loss, or damage the Municipality may suffer as a result of claims, demands, costs, or judgments against it arising from the Renter's activities with this agreement.
8. Dip In The Bay, LLC and John Dwyer agree to personally guarantee the debts from Section II only of the Renter for this agreement.

SECTION V. Termination of Agreement:

1. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this agreement, shall constitute grounds for termination thereof, at the option of the other party.

SECTION VI. Signatures:

RENTER:

Michael Condron, Member, Dip in the Bay, LLC

John Dwyer

Approved by Village Board of the Village of Williams Bay this _____ day of
_____, 2021.

MUNICIPALITY:
VILLAGE OF WILLIAMS BAY

William B. Duncan, President
ATTEST:

Jackie Pankau, Clerk

