

Exhibit C

STANDARD CLAUSES

Sauk County Health Care Center Cropland Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other

labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Lisa Wilson
Director
Land Resources and Environment Dept.
505 Broadway
Baraboo, WI 53913

LESSEE: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Termination, Breach of Contract.** In the event of a breach of this contract by LESSEE, LESSOR may, in its sole discretion, declare this contract to be terminated. Upon such termination, LESSOR shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the

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reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

9. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

15. **Open Records Law Compliance.** LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

16. **Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

17. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

18. **Competence, Solvency.** LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

19. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

20. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

21. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

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

23. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this

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lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

24. **Possession.** If Lessor is unable to deliver possession of the 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 ten days of the commencement of the term hereof.

25. **Indemnification of Lessor.** 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, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

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

27. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. 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.