

Tri County Ice Arena

LEASE AGREEMENT

WHEREAS, Winnebago County (hereinafter referred to as "County") is a municipal corporation, organized and existing under the laws of the State of Wisconsin, which owns the two parcels of real estate described below in Exhibit 1, including the building and certain items of personalty existing thereon, and which is desirous of leasing said real estate, building and personalty as an ice arena and exhibition/convention facility for the benefit of the general public;

WHEREAS, Appleton Ice, Inc. (hereinafter referred to as "Lessee"), is desirous of leasing a facility and real estate for the purpose of operating an ice arena and exhibition/convention center in the Fox Valley:

NOW, THEREFORE, THIS AGREEMENT is made, executed and delivered, in multiple original copies, between Winnebago County, as Lessor, and, Appleton Ice, Inc. as Lessee, on this 1st day of July, 2014, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, according to the following terms and conditions:

1. Leased Premises. The County does hereby demise, let and lease unto Lessee the two parcels of real estate which are described more particularly in "Exhibit 1," attached hereto; as well as all buildings and structures existing thereon (referred to hereinafter collectively as "Leased Premises"), and those certain items of personal property listed in "Exhibit 2," which is attached hereto (referred to hereinafter as "County Personal Property").

2. Title to Property. The parties acknowledge and agree the items of personal property listed in "Exhibit 3" are not owned by County but by Tri County Recreation Association, despite the fact that said items presently are within the Leased Premises.

In the event either party desires to sell or give away an item of County Personal Property listed in Exhibit 2 of this Agreement (presently or as subsequently updated) which exceeds \$500 in value, such sale or gift shall be accomplished only by the mutual agreement of the parties. The party to take title to the item of property, if any, which replaces the sold or gifted item shall be as described in the succeeding paragraph.

In the event an item of County Personal Property becomes broken, dilapidated, or obsolete during the term of this lease, and such item of property is therefore replaced, title to the item of replacement property shall be determined by the following rules in the following sequence of priority:

a. If the replacement item is part of the refrigeration system for either the large or small ice rink, title shall be held by County.

b. If the replacement item is part of the rink boards or-plexi glass system for the large or small ice rink, title shall be held by County.

c. If the replacement item is an appliance, fixture, machine, furnishing, or other item of personal property that is portable or can be removed without significant physical damage to

the Leased Premises, then title shall be held by Lessee if paid for by Lessee; otherwise title shall be held by County.

d. If none of the preceding paragraphs apply and if the cost of the replacement item is less than \$500, then title shall be held by the party who pays for the replacement item.

In the event any items are lost or destroyed by theft, fire, flood, water damage or similar natural or accidental hazard, then the parties shall endeavor to reach an agreement as to who shall hold title to the property, keeping in mind the provisions of the preceding paragraphs in this section.

3. Purpose. The Leased Premises and Personal Property described in Exhibits 2 shall be predominantly used by Lessee as an ice arena and exhibition/convention center, and, shall be open for use by the public as such.

4. Term and Rental. This lease shall extend for a term of fifteen (15) years, commencing on July 1, 2014, and terminating on June 30, 2029. On July 1, 2014, and each July 1 thereafter during the term of this lease, Lessee shall pay to County the sum of One Dollar (\$1) as and for rent. At the end of the lease term, ownership of all county owned real and personal property listed in Exhibits 1 & 2 shall transfer to the lessee. In order for this to occur:

A. The facility shall be successfully and continuously operated as an Ice skating facility during the term of the lease.

B. The facility shall be properly maintained by Lessee during the term of this lease, including any capital improvements necessary to maintain the integrity of the building(s) and grounds (land, parking lots, etc.).

C. The facility shall be maintained by Lessee so as to meet all state, local and federal building safety and other codes required for a public building used for a skating or convention facility.

D. All other terms and conditions of the lease shall be met to the satisfaction of Winnebago County.

E. Failure to meet these terms and cure any violations thereof shall constitute grounds for termination of this Agreement.

5. Operation of Ice Arena and Exhibition/Convention Center Business. It shall be the duty of Lessee to operate, maintain, and manage an ice arena and exhibition/convention center business upon the Leased Premises. Lessee's responsibilities in operating, maintaining, and managing such business shall include, but are not limited to, the following: Contracting for services in the name of Lessee; employment of personnel by Lessee; purchase of materials, supplies and equipment by Lessee to insure the efficient and interrupted operation and management of the Leased Premises. All employees, agents and volunteers operating and maintaining such business shall be under the supervision and control of the Lessee.

6. Operation, Maintenance, Repair and capital Improvements of Leased Premises. A fundamental responsibility of Lessee in running an Ice Arena and Exhibition/Convention

Center business shall be regular maintenance and repair of capital improvements of the Leased Premises.

All maintenance, repairs and capital improvements to the Leased Premises shall be the responsibility of the Lessee, performed in accordance with any and all applicable Federal and State Statutes and/or Town and County ordinances pertaining to work on a public building. The County Board and County Executive may approve performance of capital improvements to the premises provided that the required majority of the Board approves appropriation of funds for such improvements.

Lessee shall be specifically responsible for prompt, diligent maintenance, repair or replacement of the following structures or systems: (1) the exterior of the building on the Leased Premises, including the roof, (2) the refrigeration system for the large and small ice rinks, (3) the utility systems servicing the building on the Leased Premises, (4) the skating boards and Plexiglas and the skating surface and (5) the parking lot on the Leased Premises.

Lessee does promise and agree to exercise due diligence to keep the Leased Premises clean and in good condition, as well as to pay the cost of routine and ordinary cleaning and maintenance.

County agrees that it will be responsible for winter plowing of the parking lot of leased premises during the period of the lease term. Lessee agrees that County shall not be held responsible for any damage to the lot while snow plowing. Lessee is responsible for any repairs. Should the ownership of the facility be transferred to lessee it will become the responsibility of lessee to plow any lots.

The board of directors of Lessee shall review the total capital improvement program of Lessee and make a report to the County Board at its July regular business meeting annually outlining all proposed capital improvements with regard to multi-use or year round recreational use.

7. Acceptance of Leased Premises. Lessee accepts the Leased Premises and Personal Property in the condition as it exists at the time of execution of this agreement.

County agrees that any ice rental fees that have been prepaid or already collected for the 2014-2015 season to commence in September, 2014 are due and owing to Lessee and will assist Lessee in collecting those amounts.

8. Improvements: Fixtures. Lessee may install removable partitions, counters and the like incidental to the use of the Leased premises. Lessee shall not make any substantial structural changes, additions or improvements without express written consent of the County board.

Lessee may remove its own fixtures, equipment, removable partitions and counters from the Leased Premises at the expiration of this agreement and, in the event of damage by reason of such removal, Lessee shall reimburse County for any such damage.

9. Insurance. Lessee agrees that, in order to protect itself, County and its officers, boards, employees and representatives under the indemnity provisions of paragraph 10

below, it will at all times during the term of this agreement keep in force, at a minimum, the insurance coverage's outlined in Exhibit 4 which is attached hereto

Auto liability coverage is not necessary unless Lessee owns a vehicle, It is necessary; however that Lessee obtains non-owned and hired auto liability coverage.

County will obtain, at its expense, policies for the building and county owned contents, as well as boiler and machinery coverages.

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin insurance Department. Coverage afforded shall apply as primary, with the County, their boards, officers, employees and representatives as additional named insured's. County shall be given thirty (30) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, Lessee shall furnish County with a certificate of insurance, and upon request, certified copies of the required insurance policies. In the event any action, suit, or other proceeding is brought against County upon any matter herein indemnified against, County shall, within five (5) working days, give notice thereof to Lessee and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

10. Indemnification. Lessee agrees at all times during the term of this agreement to indemnify, save harmless and defend County, their board, officers, employees and representatives against any and all liability, loses, damages, costs or expenses which County, their board, officers, employees and representatives may sustain, incur or be required to pay by reason of Lessee occupying, furnishing services or goods required to be provided under this agreement, provided, however, that Lessee shall not indemnify County for liabilities, losses, charges, costs, expenses or fees caused solely by or resulting from the acts or omissions of County, their agencies, board, officers, employees or representatives.

Lessee and County agree that they shall not be liable to each other for any loss or damage to property or injury to or death to persons occurring as a result of Lessee occupying or furnishing services or goods required to be provided under this agreement. This release shall apply to the extent such loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessee or County, or both of them. Nothing in this paragraph shall be construed to impose any other liability upon Lessee or County than would have existed in the absence of this paragraph

11. Taxes and Special Assessments. Should the Lessee lose its tax exempt status and become a taxable entity anytime in the future, then lessee shall be responsible for payment of any real estate taxes. Lessee shall bear, pay and discharge, when due, all special assessments, sewer charges, water charges, utility meter charges and all other charges levied, assessed or imposed during the term of this agreement by any governmental or quasi-governmental body or authority. The parties acknowledge that street special assessments against the property (roughly \$35,000) for road improvements shall be assessed presently or in the near future. Lessee understands and agrees that it will be responsible for payment of these special assessments

12. Budgets, Financial Arrangements and Accounting Practices. Financial statements and bookkeeping documents will be provided or made available to the county executive of Winnebago County by Lessee upon reasonable request.

13. Assignment and Subleasing. Lessee shall not assign this agreement. Lessee shall not sublease the Leased Premises or Personal Property or any part thereof for purposes other than those outlined in Paragraph 3 of this agreement without the express permission of County. County agrees that permission for such sublease shall not be unreasonably withheld.

14. Name of Facility: Lessee is hereby given the authority to sell the name or change the name of the facility without the approval of County.

15. Default. It is mutually agreed that in the event Lessee shall default in any of the terms or conditions of this agreement, County may forward written notice of such default by certified mail addressed to Lessee and Lessee agrees that if it has defaulted as set forth in said notice, it will correct such default within twenty (20) days after the date of mailing of said notice, or in the event such default is of a character to require more than twenty (20) days to correct, then, Lessee will use diligence to correct such default. In the event Lessee shall fail to cure such default as herein set forth, County may terminate this agreement.

16. Termination of Agreement. Except as hereinafter provided, this agreement may be terminated by only the mutual written agreement of County and Lessee.

17. Adding Arena User Groups. It is anticipated by Lessee that it will be discussing expanded use of the Leased Premises with local sport and recreation clubs. If such discussion requires the input of County, County does hereby agree to participate in such negotiations.

18. Applicable Law and Severability. This agreement and any interpretation thereof shall be governed by the laws of the State of Wisconsin. The parties agree that venue for any action commenced in state court shall be the Circuit Court of Winnebago County. If it should be determined by a court of competent jurisdiction that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Wisconsin, then the terms of the contract which so conflict with the law of Wisconsin shall be deemed inoperative, null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this contract or the enforceability thereof.

19. Parties Bound. It is mutually agreed that all of the covenants, terms and conditions of this lease shall extend, apply to and firmly bind the successors and assigns of the respective parties hereto as fully as the respective parties themselves are bound".

20. Notifications to Parties. All official notices related to this agreement directed to the County shall be mailed to the county at the following address: Winnebago County Finance Director, PO Box 2808, Oshkosh, WI 54903-2808

All official notices related to this agreement directed to the lessee shall be mailed to the following address: Appleton Ice, Inc. Attn: Troy Schwehr, 1717 E. Witzke Blvd, Appleton, WI 54911.

IN WITNESS WHEREOF, County and Lessee have duly executed this agreement the day and year first above written.

Lessee: Appleton Ice, Inc,

By: _____

Date: _____

Lessor: Winnebago County Wisconsin

By: _____

County Executive

Date: _____

By: _____

County Clerk

Date: _____

EXHIBIT 1

The East 204.25 feet of that parcel of real estate described as that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows, viz: Commencing at the Southwest corner of said Southeast $\frac{1}{4}$; thence north $89^{\circ} 16' 12''$ East, along the South line of said Section, 616.53 feet; thence North $0^{\circ} 22'$ West, 58.69 feet, to the Center line of County Trunk Highway "U", the place of beginning; thence continuing North $0^{\circ} 22'$ West, 592.94 feet; thence North $89^{\circ} 38'$ East, 599.36 feet, to the West line of the East 88.6/7 rods of said Southeast $\frac{1}{4}$; thence South $0^{\circ} 22'$ East, along the West line of the East 86.6/7 rods of said Southeast $\frac{1}{4}$, 578.78 feet to the Centerline of said Highway; thence South $89^{\circ} 35'$ West, along the Centerline of said Highway, 204.25 feet to a point of curvature; thence along the arc of a curve to the left 395.44 feet which has a radius of 5,729.65 feet and a long chord of 395.36 feet which bears South $87^{\circ} 36' 22''$ West, to the place of beginning, excepting therefrom that portion thereof heretofore conveyed to Winnebago County for Highway purposes by Instrument recorded in Winnebago County, Wisconsin Registry in Volume 778 on Page 454, subject to rights granted by Instruments recorded in said Registry in Volume 378 on page 155, in Volume 434 on Page 86 and in Volume 537 on Page 336.

That part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows, viz: Commencing at the Southwest corner of said Southeast $\frac{1}{4}$; thence North $89^{\circ} 16' 12''$ East, along the South line of said Section, 616.53 feet; thence North $0^{\circ} 22'$ West, 58.69 feet, to the Center line of County Trunk Highway "U", the place of beginning; thence continuing North $0^{\circ} 22'$ West, 592.94 feet; thence North $89^{\circ} 38'$ East, 599.36 feet, to the West line of the East 86.6/7 rods of said Southeast $\frac{1}{4}$; thence South $0^{\circ} 22'$ East, along the West line of the East 86.6/7 rods of said Southeast $\frac{1}{4}$, 578.78 feet to the Centerline of said Highway; thence South $89^{\circ} 35'$ West, along the Centerline of said Highway, 204.25 feet to a point of curvature; thence along the arc of a curve to the left 395.44 feet which has a radius of 5,729.65 feet and a long chord of 395.36 feet which bears South $87^{\circ} 36' 22''$ West, to the place of beginning, excepting therefrom that portion thereof heretofore conveyed to Winnebago County for Highway purposes by Instrument recorded in Winnebago County, Wisconsin Registry in Volume 778 on Page 454, subject to rights granted by Instruments recorded in said Registry in Volume 378 on Page 155, in Volume 434 on Page 86 and in Volume 537 on Page 336, and Less and Excepting therefrom the East 204.25 feet thereof.

EXHIBIT 2
County Personal Property

Ice Rink Systems

- 1 Tippmann Refrigeration Ice Rink Chiller Package, including 2 compressors, 2 condensers, 1 two circuit brine chiller, brine and tower, pumps, controls, power panel, gauge panels, wiring, piping insulation, and refrigerant.
- 2 Sets of Uniflo Distribution Headers
- 2 Sets hockey boards
- 2 Sets Plexiglass
- Cooling Tower, with motor
- Bleachers

Kitchen and Concession Area

- 1 Refrigerator, Hobart
- 1 Freezer, Hobart
- 1 Under Counter Refrigerator, Hobart
- Combination Shelving and Work Unit, consisting of 5 levels of 24" x 60" shelves
- 1 Shelf unit 24" x 48" x 78" high
- 1 Utensil Washing Sink - 4 compartment. Basins 12" deep with drain boards and back splash, mounted on stainless steel frame. Each compartment fitted with 2" lever handle drain, less tail piece, 3 faucets, 6" spout over pre-wash sink, 10" spouts over sanitizing, rinse and wash tanks.
- Kitchen and concession area cabinets, counter tops, and shelving/display racks
- 1 Serving Counter in concession area.

Lobby

- 8 30" round tables, teak formica tops

Maintenance/Operation Office

- First Aid cabinet
- 1 Desk 30" x 60" teak formica top
- 1 Desk chair
- 2 Arm chairs
- 1 Desk, formica top
- 1 Desk chair

Main Office

- 1 Neiling money chest - Model F4-L size 20 x 20 x 16-7/8
- 2 Desks 45" x 30" teak formica tops
- 2 Side arm chairs
- 4 2-drawer files cabinets
- 2 Swivel arm chairs
- 2 3-drawer file cabinets
- Public address system
- All built-in cabinets and counter tops

Other Rooms

- 1 Lamp - Niessen NF 907
- 1 Desk #2002 teak top
- 1 Desk #2001-125 teak top
- 1 2-dr. file cabinet
- All draperies and carpeting
- 4 30" x 60" folding tables, formica tops

EXHIBIT 3		
CURRENT LESSEE'S PERSONAL PROPERTY LIST		
Quantity	Description	
	All Rental Skates approximately 240 pair (many of them are only a couple of years old, some are older, we have sizes toddler 8 through size 13	
3	Hand Carts	
	All Cleaning supplies; mops, buckets brooms, dust pans, paper products, garbage cans, janitorial cart,	
	garbage can liners, and cleaning chemicals, toilet paper, hand towel, hand soap, vacuum cleaners	
1	Snow Rake	
	All Squeegees, shovels, and ice breaker bars in the building	
1	Blade Master Custom Skate Sharpener	
1	Skate Sharpening Table	
1	Leaf Blower	
1	Network Server	
2	Sets Hockey Nets	
1	Puck Shooter	
1	MEC Hydraulic Man Lift	
6	Bleacher Heaters	
1	Munters Dehumidification System	
1	Zamboni Ice Resurfacer, all parts and supplies	
1	Olympia Ice Resurfacer, all parts and supplies	
1	Scoreboard w/player control and 1 dual wall junction box with sockets, all spare parts for scoreboard	
6	Spare fire extinguishers used for trade shows	
5	rolls of rec fab.	
	Extra electrical primary feed cable	
2	propane/LP portable heaters	
3	large hand carts under bleachers	
1	Rink Rascal dasher board transport cart	
3	carts and all electrical drops and runners for trade shows	
1	Roll 1 inch ploy refrigeration tubing	
	All padlocks in the building	
1	Grinder	
1	Steel Weed Eater	
2	Spare Wheels &Rims for Zamboni Ice resurfacer	
2	Spare Wheels & Rims for the Olympia ice resurfacer	
1	Pallet Jack	
1	Plexiglas polisher	
1	submersible sump pump	
2 1/2	Boxes of poly pads for the air handlers	
	All spare light bulbs, ceiling tiles, hand towel and toilet tissue dispensers	
1	fan	
1	3 -Ton Hydraulic car jack - portable	
2	Safety Car Jack Stands	
1	Torch Set	

Quantity	Description	
1	Welder	
1	Table Saw	
1	Paint Shaker	
	All tools consisting of hand tools, power tools, workstation tools, accessories, cases, etc.	
1	Motor Hoist	
	All Lawn and yard maint.. Tools and supplies	
1	32' fiberglass extension ladder	
1	each 6',8',10',12' fiberglass stepladders	
1	6' Wood step ladder	
2	6' aluminum step ladders	
1	28" snow blower	
1	John Deere riding lawn mower	
1	20" and 1- 22" push lawn mowers	
1	Delton 12" Drill Press	
1	Roll of Visquine	
2	Automatic Skate Sharpening machines	
1	Spare VW motor for Zamboni Ice Resurfacer	
	all 3 inch black metal piping under bleachers	
1	roll metal wire 2X4 inch squares	
3	Wireless routers	
1	Toshiba Telephone System	
1	Fax Machine	
	All lockers in refs and first aid room, 2 lockers in the hallway	
	All electrical drops in the chemical room for the portable welder	
1/4	55 gallon drums of EG 40% Glycol	
	All the old light fixtures in compressor room	
1	CS-51 condensing cooling tower water treatment system	
2	spare cooling tower stainless steel water strainers	
1	Washer	
1	Dryer	
3	regular and 1 back pack weed sprayers	
2	Ice Edgers	
	All nuts and bolts in the boiler room	
9	2X8 pieces of wood, 10 ft. lengths	
10	Wooden 4X4 Fence Posts, & 10 concrete blocks	
4 1/2	Gallons of hand soap	
	All carpet runners and rubber matting	
1	Roll of Pig Blue absorbent matting	
1	Roll of rope	
2	spare Olympia blades	
4	spare Zamboni blades	
3	Portable Saw Horses	
3	spare 55 gallon buckets	
	All gas cans	
1	portable Floor Scrubber	
1	portable carpet cleaner	

Quantity	Description	
	All Paint	
2	CO2 detectors	
1	NO2 detectors & kit	
	Green Show draping in the small rink & Skate Room	
	All Spare Rink Glass	
1	spare 150 hp compressor motor	
1	spare York compressor	
1	spare 100 hp compressor motor	
	All cooling tower chemicals	
2	LED clocks	
1	Water cooler	
1	Fluke IR Thermometer	
	All electrical extension cords	
	All power strips	
	All ice creepers	
	All flooding hoses	
	All Flooding Hose Nozzles	
	All portable display racks and shelving from the Pro Shop	
	All old computers and POS system from the pro shop	
2	Wooden Stools	
3	Computers consisting of CPU, Keyboard, monitors, etc.	
1	metal desk in maint. Office	
3	Wooden Desks main office	
1	Laser Printer	
1	Color Printer	
2	side tables	
1	8 ft. office table	
1	3 drawer file cabinet	
1	2 drawer file cabinet	
6	portable space heaters	
	all Office supplies consisting of Pens, paper, notebooks, binders, staplers, etc.	
1	Casio -CE 4630 cash register	
1	Blade Master Custom Boot riveter	
1	MasterCard electronic credit card machine -pro shop	
1	Office Desks	
	All Fixtures, glass cabinets, shelves, storage racks, and counters - Pro Shop	
	All service tools and equipment - pro shop	
1	Snack vending machine	
1	Popcorn machine	
1	Cash register Sharp ER3100	
1	cash register Sharp XEA 110	
1	Esquire sandwich warmer wall unit	
1	Manitowoc ice cube machine	
2	Greenworld Microwave ovens	
2	Cappuccino/hot chocolate machines	

Quantity	Description	
1	Nacho Cheese Gehl's Machine - a one time lease payment was made Gehl's has to give permission to transfer ownership	
1	Pretzel warmer model 2000	
2	Bunn coffee machines	
2	coffee hot plate warmers	
1	Proctor Silex Toaster	
1	Rival roaster	
1	GE roaster	
1	Convection Oven	
1	Pizza Oven	
1	Crock Pot	
1	Food Sign with letters	
	All kitchen utensils, bowls, cookie pans, towels & napkin holders	
	All concessions food and paper/plastic products	
	All concessions, vending, food & paper/plastic products	
28	Black Silver Chairs	
25	Brown/yellow chairs	
3	8 foot white tables	
1	6 foot white table	
2	6 foot brown tables	
1	square grey table	
8	blinds meeting room	
1	Dry Erase Board w/easel	
1	White Bench	
1	set lockers	
	all framed artwork and photos	
Leased Items		
1	Soft Drink dispenser - Coke	
1	Soft Drink vending machine - Coke	
1	Drink vending machine - Coke	
1	Credit card reader - Mercury	
1	Freezer - Simply Delicious Distributors	
1	Sam4SER - 200 M cash register - Modern Cash Registers	
1	Slush Machine - Holiday Wholesale	
1	Konica Minolta Copy Machine	

EXHIBIT 4
INSURANCE COVERAGE' DESCRIPTIONS AND REQUIREMENTS

- I. Contractor shall, furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
- A. Workers Compensation and Employers' Liability - Workers' Compensation statutory - in compliance with the Compensation law of the State and Employers' Liability insurance with a limit no less than \$100,000 each accident.
- B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not limited to, the following coverage.
1. Premises - Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
- C. Automobile Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
1. Owned Automobiles (This item does not apply unless lessee owns vehicles).
 2. Hired Automobiles
 3. Non-Owned Automobiles
 4. Auto liability coverage is not necessary unless lessee owns a vehicle. It is necessary, however that Lessee obtains non-owned and hired auto liability coverage.
- II. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
- III. Such insurance shall include under the **General Liability and Automobile Liability policies** Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds**".
- IV. Contractor shall require **subcontractor**; if applicable, to furnish identical certificates of insurance to the Winnebago County Insurance Administrator prior to contract taking effect.
- V. The Winnebago County Finance Department must approve any exception to these requirements. Submit any requests in writing to Winnebago County Attn: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808 or email to dpetraszak@co.winnebago.wi.us.