

LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS
AND
BECKUM STAPLETON LITTLE LEAGUE COMMITTEE

This Lease Agreement ("Lease") is made and entered into effective August, 20, 2019, by and between the MILWAUKEE COUNTY PARKS (the "County" or "Landlord") and the BECKUM STAPLETON LITTLE LEAGUE COMMITTEE ("Tenant"), as represented by: _____
_____. Referenced together, the Landlord and the Tenant are "Parties" to this Lease.

WHEREAS, the Tenant is an organization, which exists to provide safe recreational opportunities to children on the North side of Milwaukee to develop socially and physically through youth baseball; and

WHEREAS, on August 21, 1998, the County entered into an agreement with the Tenant, which allowed the tenant to construct and operate an indoor baseball batting facility in Carver Park, located at 911 W. Brown Street in Milwaukee; and

WHEREAS, the terms of that agreement provided for an initial contract period of ten (10) years, ending on August 20, 2008, and further provided for an optional ten (10) year extension upon mutual agreement of the parties, which was exercised and did expire on August 20, 2018; and

WHEREAS, the Tenant has operated on a month-to-month basis while working to finalize this lease and wishes to continue operating the indoor baseball batting practice facility located in Carver Park; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized the Milwaukee County Parks to enter into this agreement with the Tenant for and on behalf of Milwaukee County; and

WHEREAS, Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is the Milwaukee County Department of Parks' mission to sustain the legacy of our world-class park system by managing and conserving natural, cultural, and recreational resources for the benefit of the community;

NOW, THEREFORE, recognizing that increasing recreational opportunities for inner-city youth is advantageous to both agencies, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

1. **BUILDING AND PREMISES:** Tenant shall lease the indoor baseball batting practice facility in Carver Park, located at 911 West Brown Street in Milwaukee, Wisconsin ("Leased Premises").

2. **TERM:** This Agreement shall be for a term of five (5) years commencing on August 20, 2019 (“Initial Term”). The Parties shall have two (2) options to extend the Term for one (1) additional consecutive year if mutually agreeable to both Parties (each such period, a “Renewal Term”). Such option may be exercised so long as Vendor first provides written notice to County of its desire to enter into a Renewal Term at least six (6) months prior to the then-current Term expiration date. The Initial Term and any then-existing Renewal Term shall be referred to as the “Term” herein.
3. **RENT:** The Tenant shall pay no rent for use of the facility. The Tenant will be allowed to charge other groups for use of the Leased Premises. Parks Executive Director must approve all proposed rates. All collected fees will be used to support the facility. The Tenant shall be responsible for all scheduling of the practice facility.
4. **CONCESSIONS:** Tenant is permitted to sell concessions within the facility. Tenant shall at its own expense secure any licenses or permits required for concession sales. Tenant shall pay to County a commission of fifteen percent (15%) of gross revenue on all concession sales annually.

Upon written demand by the County, Tenant agrees to compile and provide County with a detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to County any additional amounts as may be required. Tenant shall submit such reports within ten (10) days of each written request by the County.

5. **UTILITIES:** Tenant shall pay to the County a portion of the annual utility costs associated with the facility per the following schedule:

August 21, 2019 – August 20, 2020	\$1,250 Annually
August 21, 2020 – August 20, 2021	\$1,300 Annually
August 21, 2021 – August 20, 2022	\$1,350 Annually
August 21, 2022 – August 20, 2023	\$1,400 Annually
August 21, 2023 – August 20, 2024	\$1,450 Annually (if renewed)
August 21, 2024 – August 20, 2025	\$1,500 Annually (if renewed)

Invoices shall be paid within thirty (30) days of issuance. “Utilities” may include sewer, water, gas, telephone, electric, steam, natural gas, and chilled water. Any costs related to the installation, service, and maintenance of Utilities, including, but not limited to, the installation of any electrical outlet(s) necessary for the operation of the Tenant, shall be the sole responsibility of the Tenant.

6. **PERMITTED USE:** Consistent with County ordinances and other applicable laws, Tenant shall use the Leased Premises for the scheduling of indoor baseball practice, primarily for the development of batters, catchers, and pitchers. The Tenant shall have primary use of the practice facility for the years covered in this agreement. The Tenant

shall be responsible for providing adequate supervision for all activities associated with the practice facility.

- a. **SPECIAL EVENTS:** In this agreement, a special event means a one-time or infrequently occurring event apart from the Tenant's normal programs or activities. All special events to be held on the Premises require the written permission of the County and Tenant shall obtain and may be required to pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.
 - b. **SIGNAGE:** Tenant may display appropriate signage relating to the use of and/or public access to the Premises with County's prior written consent, which may not be unreasonably withheld (the "Signage"). Any signage in County Parks must have the Milwaukee County Parks logo prominently displayed.
 - c. **PUBLIC ACCES AND USE OF THE PREMISES:** The Parties recognize that during the Term of this Agreement the Premises is operating as a business entity and that public use of the Premises is mutually desirable. The Premises shall remain open and available to the public during the regular hours the building remains open.
 - d. **CLEANLINESS, GARBAGE:** Tenant is responsible for maintaining the interior of the Premises in a state of cleanliness and repair to prevent injury to the public. Tenant is also responsible for the collection and disposal of all municipal solid waste (trash) and recycling associated with its activities. Tenant is strongly encouraged to establish a recycling program to reduce landfill waste. Tenant may contract with a commercial waste service and, upon coordination with County, place municipal solid waste and recycling containers in a designated area of the parking lot.
7. **MAINTENANCE AND REPAIRS:** Tenant shall maintain the Premises in good order, including interior cleaning and janitorial services to the Premises and any environs utilized by Tenant. All routine supplies necessary to perform such maintenance will be provided by the Tenant.

County shall make all "minor repairs" to all plumbing, HVAC, electrical and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage.

The County shall provide routine exterior maintenance and major maintenance to the facility. If the needed major maintenance is so extensive that it renders the Leased Premises uninhabitable, either Party may terminate this Agreement without recourse.

8. **CONSTRUCTION, ALTERATIONS, RENOVATIONS, AND/OR IMPROVEMENTS:**

Prior to any construction, alterations, renovations, and/or improvements on Leased Premises, Tenant shall obtain the written permission of the Parks Director for such work. After receiving written permission from the Parks Director and prior to performing any work, Tenant shall, at all times, obtain a Right-of-Entry (“ROE”) Permit from County for any construction, alterations, renovations, and/or improvements to the Leased Premises. Tenant’s application for an ROE shall be reviewed and approved by County prior to commencing any ground or building disturbing activities. The ROE can be obtained at the Parks Department. County approval of the ROE shall not be unreasonably withheld.

9. **PARKS LOGO:** Tenant is responsible for all marketing and advertising to promote its activities. Tenant shall acknowledge the Parks Department and include the Parks logo, to be approved by Parks Department, in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement.
10. **PERMITS, LICENSES, AND OTHER COSTS:** Tenant shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities.
11. **COMPLIANCE WITH LAWS – NONDISCRIMINATION, AFFIRMATIVE ACTION AND DBE GOALS:**
 - a. **Generally:** There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and Tenant (or any person claiming under or through Tenant) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises.
 - b. **Non-Discrimination:** Tenant certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit B is an Equal Opportunity Certificate that shall be executed and delivered by Tenant simultaneously with the execution and delivery of the Agreement.
 - c. **Affirmative Action Program:** Tenant certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where these groups may have been previously under-utilized and under-represented. Tenant also agrees that in the event of any disputes as to compliance with the aforementioned

requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.

- d. **Affirmative Action Plan:** Tenant certifies that if it has fifty (50) or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Comptroller's Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.
 - e. **Non-Segregated Facilities:** Tenant certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
 - f. **Reporting Requirement:** When applicable, Tenant certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.
 - g. **Compliance:** Tenant certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.
 - h. **Targeted Business Enterprise Goals:** Tenant shall use reasonable efforts to cause its contractors to establish Targeted Business Enterprise ("TE") participation goals, consistent with Milwaukee County TE goals of twenty-five percent (25%) for construction and ten percent (10%) for goods and services, purchases and subcontracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Tenant in soliciting potential TE vendors for the improvements and monitor such goal attainment.
12. **COMPLIANCE WITH LAWS – ADA:** Tenant shall promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) accessibility, ensuring that the Premises and environs are fully accessible pursuant to the American with Disabilities Act of 1990 and the Architectural Barriers Act of 1968 and such accessibility is approved by the Milwaukee County Office of Persons with Disabilities; and (b) Tenant's activities on the Premises.
13. **INDEMNIFICATION:** To the fullest extent permitted by law, Tenant shall indemnify the County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Tenant, its agents, or employees. Tenant shall, at its

own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

14. ENVIRONMENTAL INDEMNIFICATION: Tenant shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Tenant, or its agents. Tenant hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such Hazardous Materials into or onto the Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.

- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes..

15. INSURANCE: Tenant shall strictly conform to the insurance requirements set forth on Exhibit A.

16. SECURITY: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Tenant shall be solely responsible for and assume all risks related to Tenant's use of security personnel.

17. INSPECTION BY COUNTY: County shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, and to improve or repair the Premises, and

to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Tenant's use of the Premises.

18. INTEREST AND PENALTIES:

- a. Interest: Unless waived by County Board of Supervisors, Tenant MAY be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- b. Penalty: In addition to the interest described above, Tenant may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- c. Nonexclusivity: This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Tenant's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

19. COUNTY RIGHTS OF ACCESS AND AUDIT: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other

party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

20. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director or his/her designee.
21. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.
22. TERMINATION: County may terminate this Agreement: (a) if Tenant fails to comply with any provision in this Agreement, and such failure continues for ninety (90) days after a written notice from County setting forth in reasonable detail the nature of such default; or (b) if Tenant ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Tenant's assets or Tenant's interest in this Agreement; or (c) if the Milwaukee County Board of Supervisors, via official action and resolution, elects to close the Building during the Term of this Agreement. In such event, the Tenant shall be afforded an opportunity to present an alternative proposal to the County to continue operating its programs in the Building.
23. DEFAULTS & REMEDIES:
- a. Tenant's Defaults. Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:
 - i. Tenant shall fail to contest the validity of any lien or claimed lien and give security to County to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for sixty (60) days after notice thereof to Tenant; or
 - ii. Tenant's failure to perform any other covenant or condition of this Agreement within ninety (90) days after notice and demand, unless the failure is of such a character as to require more than ninety (90) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.

- b. County's Remedies. If a Default occurs, County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive County of any other right or remedy allowed it by law:
 - i. County may terminate this Agreement by giving to Tenant notice of County's election to do so, in which event the Term of this Agreement shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
 - ii. County may enforce the provisions of this Agreement and may enforce and protect the rights of County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Agreement.
 - c. County's Defaults. County agrees that the following shall be considered an event of default as said term is used herein:
 - i. County's failure to perform any other covenant or condition of this Agreement within forty-five (45) days after notice and demand, unless the failure is of such a character as to require more than forty-five (45) days to cure, in which event County's failure to proceed diligently to cure such failure shall constitute an event of default.
 - d. Tenant's Remedies. Upon the occurrence of any event of default by County, Tenant shall have any remedy available at law or equity.
24. CASUALTY: If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and County may proceed to repair or restore the Premises to the condition which County furnished to Tenant upon the commencement of the Term. County shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by County's insurance, but nothing herein shall be construed to require County to insure such property. In no event shall County be obligated to expend an amount in excess of the insurance proceeds available to County for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that before its damage. If the Premises or any part of it shall be rendered un-tenantable 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 un-tenantable shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Despite the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that County, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then County may terminate this Lease effective as of the date of the damage by written notice to Tenant, with notice to be given within ninety (90) days after the occurrence of the damage or destruction.

25. **AUTHORITY:** If Tenant is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Agreement is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

26. **NOTICES:** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Tenant:
Beckum-Stapleton Little League Committee
911 West Brown Street
Milwaukee, WI 53205

To Landlord:
Milwaukee County Parks
Executive Director
9480 W Watertown Plank Rd.
Wauwatosa, WI 53226

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

Signature Page Follows

