

PARTNERSHIP RENTAL AGREEMENT

This **Partnership Rental Agreement** ("Agreement") is entered into by and between **MKE SOCIAL, LLC**, doing business as **Milwaukee Sports and Social** (hereinafter referred to as "LEAGUE"), and the **City of West Allis** (hereinafter referred to as "LANDOWNER"). The purpose of this Agreement is to establish the terms and conditions governing the rental and use of **Liberty Heights Park** (hereinafter referred to as "PARK") for adult recreational leagues operated by LEAGUE.

1. Use of Facilities

LANDOWNER agrees to permit LEAGUE to rent and utilize designated spaces within PARK for an agreed-upon fee, as detailed in **Section 2** of this Agreement. The designated rental spaces include:

- **Two (2) tennis courts** (which may also be used as pickleball courts);
 - **One (1) sand volleyball court**; and
 - **One (1) softball diamond**
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2. Rental Fees

LANDOWNER shall rent PARK facilities to LEAGUE at the rates established by the Milwaukee County Parks Department. Payment only grants LEAGUE exclusive use of the PARK facilities and do not include any other costs. LEAGUE shall provide sample permits to LANDOWNER upon execution of this Agreement.

- **Tennis Court Rental Fee:** \$15.00 per hour per court
- **Sand Volleyball Court Rental Fee:** \$15.00 per hour per court
- **Softball Diamond Rental Fee:** \$15.00 per hour per field
- **Lighting Fee:** Base rate of \$10 per 4-hour rental period per utilized space for lights. LANDOWNER will replace light bulbs as time permits, but does not guarantee that all light bulbs will be functional at all times

Hours of Use

LANDOWNER agrees to rent the designated spaces to LEAGUE from **6:00 PM to 10:00 PM on scheduled league play dates during weekdays**.

3. Rental and Payment Terms

- LEAGUE shall provide a schedule of requested rental dates upon execution of this Agreement, covering **May 2025 through October 2025**. LANDOWNER shall

- approve or reject the request within one (1) week after receiving the request.
- LEAGUE may cancel rental dates or reduce rental hours without penalty by providing written notice to LANDOWNER with the following lead time:
 - at least six (6) days prior to the scheduled rental date, for any reason
 - at least one (1) hour prior to the scheduled rental time, if cancellation is due to weather conditions
 - as soon as practicable if lighting is insufficient for play
 - LEAGUE shall maintain a recurring weekly rental schedule, with the same night of the week and the same hours for each league night.
 - LANDOWNER shall request rental spaces in **nine (9)-week increments**. LEAGUE shall be charged for any date on which a facility is reserved for league play or a reservation for a facility was not timely cancelled.
 - LANDOWNER shall invoice LEAGUE at the beginning of each month for the rental dates reserved. If any reservations are timely canceled, LANDOWNER shall, at its discretion, credit any refund against a future LEAGUE invoice or issue a refund to LEAGUE within 30 days after the end of the month in which the reservation was scheduled to occur.
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4. Season Summary and Renewal

- LEAGUE shall provide a report on its **2025 programming outcomes and results** after October 2025, if requested by LANDOWNER.
 - At any time, LEAGUE may submit a proposal for a **2026 rental renewal**.
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5. Liberty Heights Park Day

At the request of the LANDOWNER's Public Works Department, LEAGUE agrees to postpone selecting a date for **Liberty Heights Park Day** until all construction at PARK is completed.

- The event date shall remain conditional on construction progress and may be deferred to the **2026 calendar year**.
 - Once construction is complete, LEAGUE shall collaborate with the **Liberty Heights Park Association** to host **Liberty Heights Park Day**, during which LEAGUE will provide **four (4) hours of open play** for the **West Allis community** to encourage community engagement and park utilization.
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6. Mutual Responsibilities

LEAGUE Responsibilities:

- LEAGUE shall ensure PARK remains free of litter resulting from league activities.
- LEAGUE staff shall collect and dispose of all trash accumulated during league play in the designated receptacles provided by LANDOWNER.
- LEAGUE shall prepare all rental locations for play, including any necessary grooming,

- equipment, supplies, or setup. LANDOWNER only provides exclusive use of the space.
- LEAGUE is responsible for staffing, organizing, and operating all leagues.
 - LEAGUE shall not share player data with LANDOWNER, except to the extent required by law.
 - LEAGUE shall post a full league schedule of reserved times near the reserved location at least one week in advance of the first reservation date for that league.
 - LEAGUE shall reimburse LANDOWNER for 50% of the cost to replace any of LANDOWNER's property damaged while in use by LEAGUE.

LANDOWNER Responsibilities:

- LANDOWNER shall provide adequate **trash receptacles** and ensure proper trash collection.
- LANDOWNER shall ensure all **reserved PARK facilities** are available and accessible to LEAGUE during times in which those facilities are reserved.
- LANDOWNER shall provide LEAGUE with necessary **keys or instructions** for PARK lighting operation, including a **walkthrough** with the Department of Public Works.
- LANDOWNER **shall not** create, promote, or develop its own adult leagues at PARK during any period covered by this Agreement.
- LANDOWNER shall provide LEAGUE with a **printable permit** for all dates prior to the first start date of a rental window.
- LANDOWNER shall ensure the nets for sand volleyball and tennis are set prior to use by the LEAGUE.

By signing below, the parties acknowledge and agree to the terms and conditions set forth in this Agreement.

MKE SOCIAL, LLC

By: 
Name: Bill Coon
Title: President

Date: 5/14/25

CITY OF WEST ALLIS

By: 
Name: Kail Decker
Title: City Attorney

Date: 5/14/25
Resolution R-2025-0161