Beer Service Agreement

This Agreement is made and entered into this _____th day of _____, 2026 (the "Effective Date") by and between Third Space Brewing, LLC ("Brewery"), whose address is 1505 W. St. Paul Ave. Milwaukee, WI 53233 and the City of West Allis ("Event Host"), whose address is 7525 W. Greenfield Ave., West Allis, WI 53214 (the "Agreement").

Recitals

Whereas, Event Host, is the owner of Liberty Heights Park in the City of West Allis (the "Park")

Whereas, Event Host wishes to partner with a local brewery to set up a full-service retail outlet under Wis. Stat. § 125.29(7) ("Beer Garden") as described herein, in the Park, in which Brewery will sell non-alcoholic and alcoholic beverages including beer, wine, hard seltzer, and ready-to-drink canned cocktails.

Now Therefore, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, Brewery and Event Host agree to the following terms:

Terms

1. Term: The Term of this Agreement shall commence on the Effective Date and will terminate on December 31, 2028 (the "Termination Date")
2. Event Host authorizes Brewery to operate the Beer Garden in the Park on all dates mutually agreed upon by the parties but at least on all Fridays and Saturdays between Memorial Day and Labor Day each summer (the "Beer Garden Season")
3. Prior to the start of each Beer Garden Season, Brewery will propose the Beer Garden Season dates for the upcoming season to Event Host, and Event Host will have the authority to approve or deny additional dates beyond those stated in paragraph 2.
4. Unless otherwise approved by Event Host, the Beer Garden shall only operate between the hours of 4:00 p.m. and 9:00 p.m. on Friday and 12:00 p.m. and 9:00 p.m. on Saturday, but Brewery may operate the Beer Garden during shorter hours within these time frames and will keep Event Host informed of its operating schedule. Brewery may extend these hours if it receives written approval from Event Host.
5. During the Term and any renewals, Event Host shall not permit any other vendor to sell alcoholic beverages in the Park.
6. Event Host authorizes Brewery to use the name "West Allis Beer Garden" for the operation and during the Term will not permit any other entity or individual to use the

same name for other events in the City of West Allis without the written permission of Brewery.

7. Event Host grants Brewery exclusive use of the areas identified on the attached map, marked as **Exhibit A**, to set up a beverage vending operation for the Beer Garden that may include a refrigerated beer trailer, a keg refrigerator or other beer dispensing apparatus. Event Host shall also allow Brewery to establish a service area that may include a tent, tables, bar sections, and other materials for use by the public and Brewery patrons. Event Host may also grant Brewery permission to serve patrons from inside the Park pavilion building through the concession windows and to store items including refrigerators for beer and other products in the kitchen area of the Park pavilion if mutually agreed between the parties that an indoor operation is mutually beneficial.
8. At all times that Brewery is operating the Beer Garden, the Park shall be the premises of a community event under West Allis Municipal Code sec. 6.03(7).
9. Brewery is permitted to sell alcoholic and non-alcoholic beverages to attendees of the Event that its state alcohol permit allows, including beer, wine, hard seltzer, ready-to-drink canned cocktails, sodas, waters and non-alcoholic beers. Brewery is also permitted to sell brewery-branded merchandise and pre-packaged snack food items. If Brewery obtains the proper City of West Allis license, it may also sell Delta-9 Hemp-Derived THC canned beverages.
10. Event Host approves the Beer Garden as a Full-Service Retail Outlet.
11. Brewery may seek approval for public entertainment and the serving of food at any time.
12. Brewery shall operate the Beer Garden so that any electronically amplified music or sounds do not unreasonably carry into adjacent residential areas.
13. Brewery shall provide all personnel necessary to carry out its responsibilities under this Agreement including all personnel necessary to operate the Beer Garden vending services.
14. Event Host shall provide electricity to power Brewery's beer dispenser/trailer, point of sale system, amplified music, and other electrical needs to carry out the Beer Garden operation.
15. Event Host shall provide all bathroom facilities, trash and recycling services, and tables and chairs, or picnic tables for patrons. Event Host shall provide a minimum of 12 picnic tables to be kept in the Pavilion or surrounding areas adjacent to the Beer Garden service area for use by Beer Garden patrons.
16. Brewery will keep its service area clean and presentable and be responsible for cleaning up its service area at the end of each service date. Brewery will also assist in cleaning up trash in the Park generated by the Beer Garden operation.

17. Event Host will keep the Park, Pavilion and restrooms clean and presentable which shall include daily cleaning of the restrooms and removal of trash and recycling as receptacles are filled.
18. Brewery is permitted to advertise that it is the exclusive alcohol vendor at for the Beer Garden, including by posting signage in the Park or on the beer trailer. Any signage in the Park, must be approved by Event Host which approval shall not be unreasonably withheld or delayed.

19. Co-Branding Requirement: The Brewery agrees to include the Event Host's official logo on all promotional, marketing, and advertising materials related to the Beer Garden. This includes, but is not limited to, social media graphics, print advertisements, posters, digital banners, and press releases.

20. Brewery will be responsible for managing the sale of alcoholic beverages such that no persons under the age of twenty-one (21) are served an alcoholic beverage and to refuse service to any person who appears intoxicated.
21. Brewery may partner with third party entities or organizations to provide public entertainment in a manner consistent with its public entertainment license.
22. Event Host will provide storage space indoors at the Park Pavilion for Brewery to store Beer Garden related supplies in a secure location that does not have public access. The amount of available space at any point in time will be determined by Event Host.
23. Brewery shall be permitted to schedule appropriately licensed food vendors to serve food to the public during the operating hours of the Beer Garden, or if so licensed, may sell food itself. Event Host will approve the location where food vendors should be located in the Park, as close to the Beer Garden service area as reasonably possible.
24. Brewery shall be permitted to play amplified music and to book live music to perform during the Beer Garden's operating hours and brewery will obtain a Temporary Public Entertainment License from Event Host for the Beer Garden.
25. Brewery shall be permitted to put up umbrellas during operating hours and leave umbrella bases in the Beer Garden area throughout the Beer Garden Season.
26. If it deems additional lighting to be necessary, Brewery may hang temporary lights in the Beer Garden area with approval of Event Host.
27. Brewery forever discharges, holds harmless and indemnifies Event Host, its agent and employees, and its or their successors and assigns, from and against any and all claims, demands, damages, costs including attorney fees, actions and causes of action of whatever kind or nature, incurred by Event Host (its agents and employees,

and its or their successors and assigns) for any third party claim to the extent arising out of (a) a material breach or non-fulfillment of any material representation, warranty or covenant in this Agreement by Brewery (or its personnel) or (b) any negligence or more culpable act or omission of Brewery (or its personnel) in connection with the performance of its obligation under this agreement.

28. Event Host forever discharges, holds harmless and indemnifies Brewery, its agent and employees, and its or their successors and assigns, from and against any and all claims, demands, damages, costs including attorney fees, actions and causes of action of whatever kind or nature, incurred by Brewery (its agents and employees, and its or their successors and assigns) for any third party claim to the extent arising out of any negligence or more culpable act or omission of Event Host (or its personnel) in connection with the performance of its obligation under this agreement.
29. After 30 calendar days of Beer Garden operations, the parties shall confer to review the operations to make any necessary changes.
30. The Beer Garden operations shall be conducted such that private groups may still rent the interior space of the Pavilion building while the Beer Garden is in operation. Rentals that take place while the Beer Garden is open shall only be granted private use of the interior of the building, not the outdoor covered area, and shall be permitted to use the portions of the kitchen area not occupied by Brewery. Private parties shall be notified of these restrictions prior to booking and shall be notified that the Beer Garden will be in operation during their event. Private parties during Beer Garden operations will not be permitted to carry in their own alcohol but may be permitted to purchase alcohol from the Beer Garden.
31. If the interior space of the Pavilion is not rented for a private party, Beer Garden patrons may use the interior space, and Brewery may set up tables and chairs inside so long as Brewery also puts away the tables and chairs at the end of each day.
32. Use Fees: Brewery will pay additional fees to Event Host for use of the Park facilities and services based on the following schedule based on Brewery's daily net revenue:
    a. Daily Net Revenue below $1,000 – No Use Fee
    b. Daily Net Revenue between $1,000 - $3,000 - $150 Use Fee $
    c. Daily Net Revenue between $3,000 – 5,000 - $300 Use Fee
    d. Daily Net Revenue between $5,000-$7,000 $500 Use Fee
    e. Daily Net Revenue between $7,000 - $9,000 –$700 Use Fee
    f. Daily Net Revenue above $9,000 - $900 Use Fee
    g. If the total amount paid does not equal or exceed $1,300, the Brewery shall pay the difference between $1,300 and the amount paid to the Event Host. Payment shall be due by December 31, 2026.

Brewery will provide a report at the end of the Beer Garden Season indicating which days were in each net net revenue tier and Event Host will then invoice brewery for the Beer Garden Season Use Fee. Event Host will not publicly disclose Brewery's net sales report except as required by public records law.

33. All Use Fees paid by Brewery to Event Host will be segregated into a Liberty Heights Improvement Fund to be used for future improvements to the Park, Park programming, or Beer Garden operations.
34. Early Termination: At the end of the first Beer Garden Season in 2026, Event Host will have the option to terminate the Agreement, limiting the Term to a single year by notifying Brewery in writing no later than October 1, 2026.
35. If Event Host terminates the Agreement early under paragraph 34, Brewery shall have the first right of refusal to operate the Beer Garden or any new beer garden Event Host plans to host in 2027 or 2028 under any terms negotiated with another permitted brewer whether the beer garden is located in Park or on any other property of Event Host.
36. Renewal: By no later than November 1, 2028, Brewery shall have the option to renew this Agreement for an additional three-year term (a "Renewal Term"), on the same terms as this Agreement, by notifying the West Allis City Clerk, of its intent to renew. Event Host may accept the Renewal Option which will renew this Agreement for an additional three-year Renewal Term, which will end on December 31 of the final year of the Renewal Term. If Event Host has not approved the renewal option within 30 days after receiving notice from Brewery, this Agreement shall expire at the end of the Term.
37. Termination: Either party may terminate this Agreement at any time for cause upon the providing of written notice to be delivered to the respective pa0rties.
38. Notice under any provision of this Agreement shall be provided to the respective parties as follows:

City of West Allis
Attn: City Clerk
7525 W. Greenfield Ave.
West Allis, WI 53214

Third Space Brewing, LLC
Attn: Andrew Gehl
1505 W. St. Paul Ave
Milwaukee, WI 53233

City of West Allis By: _____

Dan Devine, Mayor

Date: _____

Third Space Brewing, LLC

By: _____

Andrew Gehl, Co-Founder & President

Date: _____