

NON-EXCLUSIVE PARKING LOT LEASE AGREEMENT

This Non-Exclusive Parking Lot Lease Agreement (“Agreement”) is entered into as of February 11, 2025, by and between the City of West Allis (“Lessor”) who owns the north parking lots located at 7525 W. Greenfield Ave. (tax key 453-0340-002) and 14** S. 75 St. West Allis, Wisconsin (tax key 453-0316-001) (combined, “Access Property”), and The Deco Venues, LLC. (“Lessee”), which is the owner of the property located at 7546 W. Greenfield Ave., West Allis, WI (the “Development Property”).

Whereas, Lessee is opening an event space on the Development Property.

Whereas, to facilitate investment in the underutilized Development Property, Lessee has requested to utilize the Access Property during evening hours for vehicle parking to support the event space use at the Development Property.

Whereas, Lessor is willing to permit Lessee access and use of the Access Property pursuant to the terms of this Agreement.

Now Therefore, in consideration of the mutual conditions and covenants that are contained herein, Lessor and Contractor hereby agree as follows:

1. Access/Storage. Except as limited below, Lessee, and its customers, shall be permitted to non-exclusive access over and upon the Access Property for use for parking of vehicles during the hours of 5:00 p.m. to 2:30 a.m. on weekdays and 9a.m. to 2:30 a.m. on Saturday and Sundays during the Term.
2. Dates of Special Interest. The Lessee shall not have access to the Access Property on the following dates: election days, the 4th of July Parade, the Christmas Parade, during the duration of the State Fair, the first Sunday of June from 9 a.m. to 3 p.m., the first Sunday of October from 9 a.m. to 3 p.m., and any other date upon which the Lessee is notified that the Access Property is not available. The Lessor shall notify Lessee of any Access Property unavailability at least 90 days in advance for any date that falls on a Thursday, Friday, Saturday, or Sunday and, at all other times, as early as is practicable.
3. Prioritization of Parking. The Lessee shall emphasize to its customers that they should utilize the Access Property for vehicle parking through signage at the Development Property and in communication to event hosts.
4. Restoration. Lessee shall be responsible for any damage to the Access Property caused by Lessee’s use of the Access Property and shall restore any damage caused by Lessee’s use upon conclusion of the term, ordinary wear and tear excluded.
5. Term. The term of the Agreement shall commence upon the opening of the Development Property, and continue for 5 years from that date, and shall be automatically renewed for 5-year periods thereafter if both parties agree.
6. Rent. The Lessee shall pay to the Lessor, annual rent in the amount of Five Thousand Dollars (\$5,000.00), payable in quarterly installments beginning within 7 days of the Development Property opening. Any payment for less than one year shall be prorated.
7. Use of Premise. The Lessee shall use the leased premises for on-grade parking of automobiles and no other purpose.
8. Severability. This Agreement represents the entire and integrated agreement of the Parties with

respect to the subject matter of this Agreement, and supersedes and replaces any negotiations, agreements, or other terms related to the subject matter of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

9. Modification. This Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by each Party.
10. Authority. The Parties hereby each acknowledge that they have read and understand the Agreement. The Parties further acknowledge that they have each retained legal counsel of their own choosing for advice regarding the terms and conditions of this Agreement, and based on that legal advice, enter into this Agreement willingly and fully knowledgeable of their rights and obligations under the Agreement. The signatories below acknowledge that each has the full right and authority to enter into and execute this Agreement on their respective Party's behalf. Each Party further represents and warrants that no other person or entity has an interest in any claims released hereunder.
11. Counterparts. This Agreement may be executed in multiple counterparts and, when joined together, form a complete and binding single instrument. A scanned or electronically-conveyed signature shall be as enforceable as an original, inked signature for purposes of executing this Agreement.

Lessor: City of West Allis

Signature _____ Date _____

E-mail:

Address for Notice:

Lessee: The Deco Venues, LLC,

Signature _____ Date _____

E-mail:

Address for Notice: _
