

Temporary Lease Agreement

This Temporary Lease Agreement (this “Lease”) effective the__1st____day of April 2026, by and between The Southeastern Wisconsin Association of Pickleball (SWAP), a non-profit pickleball organization in Wisconsin (hereinafter the “Tenant”), and the Community Development Authority of the City of West Allis (the “CDA”), for the temporary use of a portion of the property located at 67** W. Mitchell St. (Tax Key No. 453-0564-004), the site of the former parking lot for the Kearney & Trecker Corp, for the creation of temporary outdoor pickleball courts.

1. **Premise.** The Tenant would use a portion of the property owned by CDA located at 67** W. Mitchell St. (Tax Key No. 453-0564-004), identified in the attached **Exhibit A – Location**.
 - a. The area is a parking area that has both unpaved and a paved area.
 - b. The Tenant initiative aims to activate an underutilized property, located directly south of the Ope! Brewing Company, LLC property and transform it into a temporary vibrant recreational space that benefits the local community.
2. **Term.**
 - a. The terms of this Lease shall commence on April 1, 2026.
 - b. The termination date shall be December 31, 2026. Community Development Authority approval would be needed in order to renew this temporary lease for the following year.
3. **Base Rent.** There shall be no base rent in exchange for the tenant making necessary improvement to utilize the Property and to maintain the area during the Term lease.
4. **Utilities.** During the term of the Lease, the Tenant shall be responsible for any lighting and refuse collection.
5. **Use of Premise.** The Tenant shall be entitled to use the Property as identified on Exhibit A-Location for temporary outdoor pickleball courts
 - a. The Tenant shall hold and indemnify the CDA and the City of West Allis harmless from all liability of any and all kinds, including counsel fees and other litigation costs and expenses, which may arise by reason of any act or thing done, not done, suffered, maintained, or happed in or about the associated activity of the Tenant and their participants associated with the proposed use of the Property.
 - b. CDA is not responsible for parking, security or damage to private automobiles of the Property.
 - c. Tenant is responsible for all ground maintenance, securing any equipment and/or personal during the use of the Property.
 - d. Tenant hours of operation shall be between the hours of 9:00 A.M. –10:00 P.M.

- e. No outside alcoholic beverages can be consumed on site unless permitted by state and/or local authorities.
- f. The Tenant shall provide the City proof of insurance satisfactory to the City Attorney and consistent with the Term of the lease. The insurance shall name the Community Development of the City of West Allis as an additional insured.
- g. The use by the Tenant shall not impede on the ingress or egress of any easement associated with 6771 W. National Ave. or 6751 W. National Avenue.

6. Improvements, Repairs and Maintenance.

- a. The Tenant shall:
 - Install temporary, removable pickleball court surfacing and nets
 - Set up fencing or barriers to delineate play areas
 - Provide temporary on-site storage for equipment
 - Maintain a clean and safe environment for all users
 - Coordinate scheduled programming, including open play, clinics, and tournaments
- b. All improvements will be non-permanent and reversible, preserving the integrity and potential future use of the lot.
- c. The Tenant will be fully responsible for the upkeep of the courts, cleanliness, and any required safety measures.
- d. The Tenant shall comply with all City noise and lighting requirements working closely with the city throughout the permitting and review process.

7. Assignment, Subletting and Mortgages.

- a. The Tenant shall not assign this Lease, not sublet the Property, nor collateralize the lease for any Tenants improvements nor in any way convey or transfer the Property without the prior written consent of the CDA.

8. CDA Access to Premise.

- a. The CDA shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property, making repairs, marking the land, planning, etc.

9. **Termination.** The CDA reserves the right to terminate this Lease upon 30-day written notice to the Tenant at the recognized address or by email.

10. Notices.

For any notice, approval, or consent under this Lease to be legally effective, it must be in writing and delivered via one of the following methods:

- **Registered or Certified Mail:** Sent via U.S. Mail, postage prepaid.
- **Personal Delivery:** Hand-delivered directly to the party.

Delivery Addresses:

All communications must be directed to the addresses listed below (or to any new address provided by either party in writing):

CDA: Community Development Authority of the City of West Allis
 Attn: Executive Director
 Department of Development 7525
 W. Greenfield Avenue West
 Allis, WI 53214
 Email: pschloss@westalliswi.g@

Tenant: Ray Chou
 230 Lakeview Rd.
 South Milwaukee, WI 53172
 Phone 414 374-6896
 Email: pickleballswap@gmail.com

11. Hazardous Environmental Activities.

a. Hazardous Activities

- **Restriction:** The Tenant agrees not to do (or allow) anything on the Property that would negatively affect the Landlord's (CDA's) insurance policies against fire or other hazards.
- **Insurance Procurement:** The Tenant shall not engage in activities that prevent the Landlord from obtaining insurance from acceptable companies.
- **Cost Increases:** If the Tenant's activities cause insurance rates to increase above the standard rate for the permitted use of the Lease, the Tenant must pay the full amount of that increase upon the Landlord's demand.

b. Environmental Activities

- **Hazardous Substances:** The Tenant may not bring or allow any hazardous substances onto the property as defined by current or future federal, state, or local laws and regulations.
 - **Compliance & Disposal:** The Tenant must dispose of all hazardous substances in strict compliance with all applicable governmental rules and laws.
 - **Notice Requirement:** The Tenant must immediately notify the Landlord of any communications, reports, or notices related to hazardous substances in or around the premises.
 - **Indemnification:** The Tenant agrees to protect and hold the Landlord harmless from all claims, damages, legal fees, and penalties resulting from:
 - The Tenant's violation of environmental laws.
 - Any adverse environmental effects caused by the Tenant, their employees, or contractors.
 - **Survival:** This duty to indemnify the Landlord remains in effect even after the Lease has ended.
- 12. Governing Law.** This Lease shall be interpreted and governed under the Laws of the State of Wisconsin and Milwaukee County shall be the forum for any litigation hereunder.
- 13. Recreational Immunity.** The CDA is immune from liability to any person who enters the leased property to engage in a recreational activity pursuant to Wis. Stat. § 895.52, and nothing in this agreement shall be deemed a waiver of that immunity by the CDA.

In Witness Whereof, the parties hereto have caused these presents to be duly executed on the date first written above:

Community Development Authority

City of West Allis

By:

Patrick Schloss, Executive Director

Tenant: Southeastern Wisconsin Association of Pickleball (SWAP)

By:

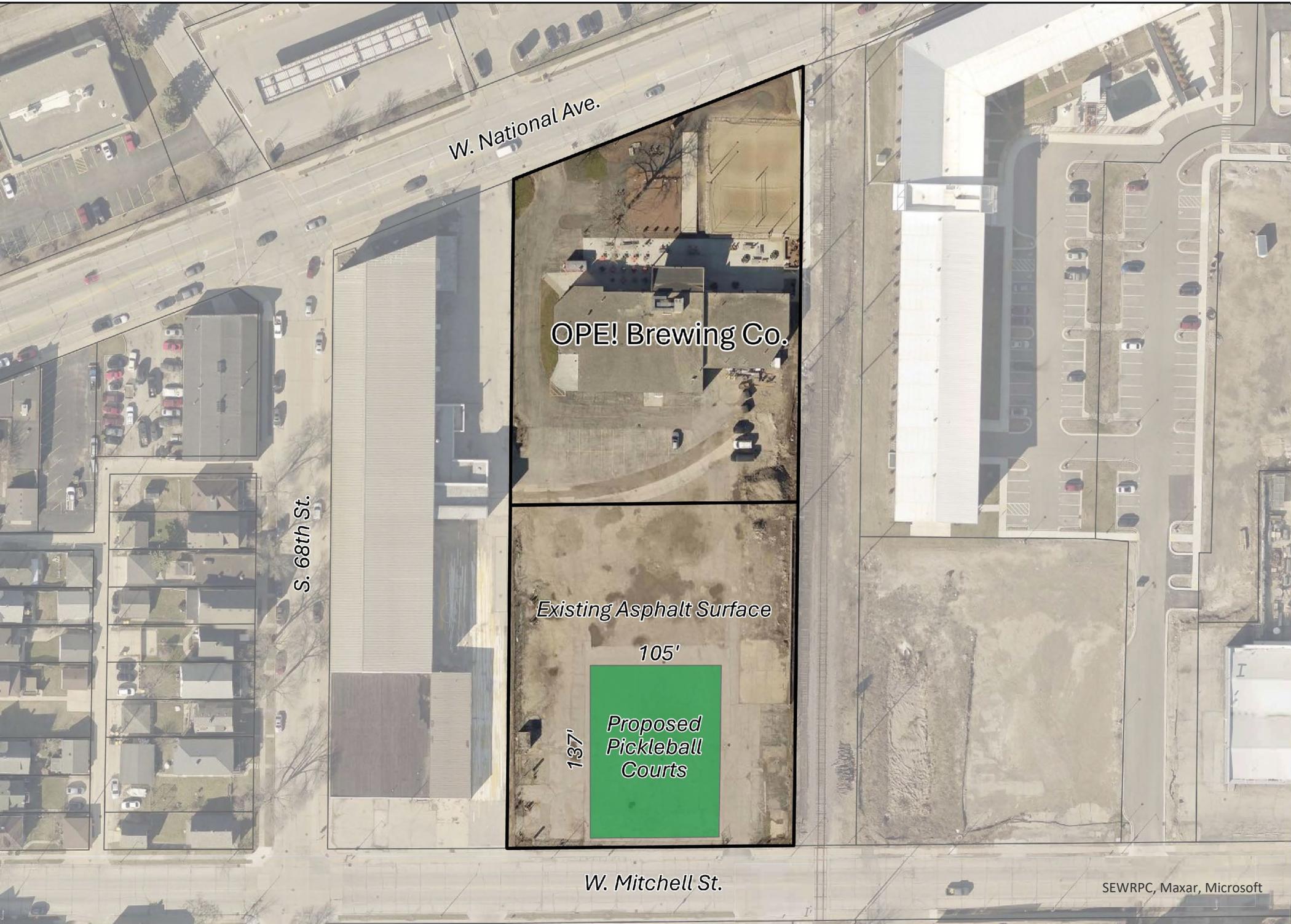
RayChou, President, SWAP

Approved As To Form:

By:

Kail Decker, City Attorney

EXHIBIT A



W. National Ave.

OPE! Brewing Co.

S. 68th St.

Existing Asphalt Surface

105'

137'

Proposed
Pickleball
Courts

W. Mitchell St.