

Temporary Lease Agreement

This Temporary Lease Agreement (this “Lease”) effective the __30th__ day of April 2025, 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 May 1, 2025.
 - b. The termination date shall be December, 31, 2025. 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 happened 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.** Every Notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepared by the United States registered or certified email directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this paragraph, or by personal delivery. Notice to CDA and Tenant shall be as follows:

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.gov

Tenant: Ray Chow 414-374-6896
pickleballSWAP@gmail.com
Southeastern Wisconsin Association of Pickleball
230 LAKEVIEW RD.
SOUTH MILWAUKEE, WI 53172

11. HAZARDOUS AND ENVIRONMENTAL ACTIVITIES.

- a. **Hazardous Activities.** Tenant agrees it will not do or suffer to be done, anything in, upon or about the Property which will adversely affect any of CDA's policies ensuring any part of the Property against loss or damage by fire or other hazards, or which will prevent CDA from procuring such policies in companies acceptable to CDA. If any activity by Tenant's upon or about the Property shall cause the rate of any of such insurance to be increased beyond the rate applicable when the Property is used for the purposes permitted under this Lease, Tenant will pay the amount of such increase or increases upon demand by Landlord.
- b. **Environmental Activities.** Tenant agrees that it will not cause or suffer into or onto the Property any hazardous substances as those are defined in any law, order, rule or regulation as currently existing or as may hereafter be enacted, amended or promulgated, of any federal, municipal, state, county or governmental or quasi-governmental authority, department or agency. Tenant further agrees to dispose of any such hazardous substances in compliance with all such governmental laws, orders, rules or regulations. Tenant shall promptly give notice to Landlord of any forms, submissions, notices, reports or other communication relating to any hazardous substance in or about the Demised Premises. Tenant shall indemnify and hold Landlord harmless from all demands, claims, causes of action, penalties, liabilities, judgments, damages and expenses including costs and reasonable attorneys' fees as a result of Tenant's violation of any such law, order, rule or

regulation or any adverse effect which occurs as a result of a violation by Tenant or Tenant's agents, employees or contractors. This indemnification shall survive the termination of the Lease.

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

Patrick Schloss, Executive Director

Tenant: Southeastern Wisconsin Association of Pickleball (SWAP)

By: Ray Chou

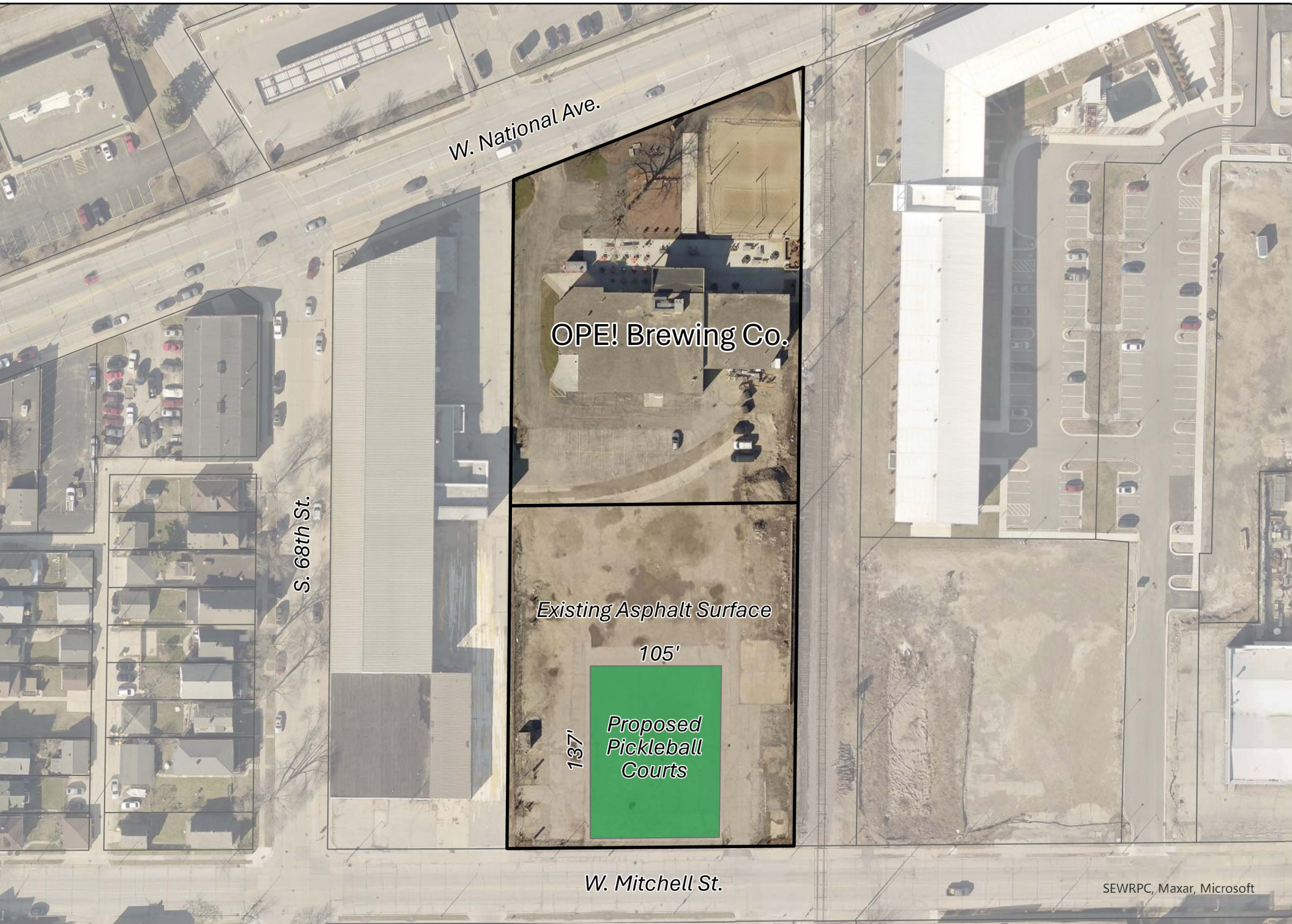
Ray Chou, President, SWAP

Approved As To Form:

By: Kail Decker

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.