

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: \_\_\_\_\_ ending: 06/30/2022  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } West Allis  
☐ Village of }  
☒ City of }

County of Milwaukee Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one: ☒ Individual ☐ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>83-0103875</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>200.500</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Winters Gene Jermaine Persona Bar

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Winters</u>	(First) <u>Gene</u>	(Middle Name) <u>Jermaine</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2937 W Wells St apt 308 Milwaukee WI 53208</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Persona Bar Business Phone Number 414.499.9303

2. Address of Premises 6404 W National Ave Post Office & Zip Code 53214

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Sold / served @ bar.  
stored - Basement bar coolers behind bar  
receipts - in locked cabinet behind bar.

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☐ Yes ☒ No

(b) If yes, under what name was license issued? \_\_\_\_\_

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT  
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town  
☐ Village of West Allis County of Milwaukee  
☒ City

The undersigned duly authorized officer(s)/members/managers of \_\_\_\_\_  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

\_\_\_\_\_ (trade name)

located at \_\_\_\_\_

appoints \_\_\_\_\_

Gene Jermaine Wouters  
(name of appointed agent)

2937 W. Wells St Apt 308  
(home address of appointed agent)

Milw 53208

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? \_\_\_\_\_

Place of residence last year 2937 W. Wells St. Apt 308 Milw. 53208.

For: \_\_\_\_\_

(name of corporation/organization/limited liability company)

By: \_\_\_\_\_

(signature of Officer/Member/Manager)

And: \_\_\_\_\_

(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, Gene Wouters, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

(signature of agent)

6-25-21  
(date)

Agent's age \_\_\_\_\_

Date of birth \_\_\_\_\_

2937 W. Wells St. Apt 308.  
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)



# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	
Winters		Gene	Jermaine	
Home Address (street/route)	Post Office	City	State	Zip Code
2937 W Wells St #308		Milwaukee	WI	53208
Home Phone Number		Place of Birth		
414 499 9303		Milwaukee		

The above named individual provides the following information as a person who is (check one):

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ **Select One**

(Officer / Director / Member / Manager / Agent)

of

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 29 yr.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
If yes, identify.
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
If yes, identify.

(Name, Location and Type of License/Permit)

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Brosnan Security Risk	Blue Hill Plaza Suite 1538 Pearl River NY 10965	Feb 2021	Still employed
Employer's Name	Employer's Address	Employed From	To

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Signature of Named Individual)





# ALCOHOL BEVERAGE LICENSE RENEWAL

FORM  
ALREN-APP  
4/21

## Applicant Information

Legal Entity Name (If Corporation or LLC)

Business Address

6404 W. National

## Legal Capacity (Occupancy Load of Premises)

What is the legal capacity of your premises?

39

## Has anything on your floor plan or plan of operation changed since your last application?

☐ No, skip to page last page.

☐ Yes, complete all questions on this page through the end of the packet.

## Parking

List the number of parking spaces on the premises (do not include street parking.) If none, write 0.

Street parking

## All types of business that are planned or currently conducted on the premises (check all that apply)

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Banquet Hall            | <input type="checkbox"/> Bowling Alley                    | <input type="checkbox"/> Café/Coffee Shop | <input type="checkbox"/> Deli/Fast Food Restaurant |
| <input type="checkbox"/> Lounge                  | <input type="checkbox"/> Gas Station                      | <input type="checkbox"/> Liquor Store     | <input checked="" type="checkbox"/> Tavern/Bar     |
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Convenience Store                | <input type="checkbox"/> Supermarket      | <input type="checkbox"/> Night Club                |
| <input type="checkbox"/> Other                   | <input type="checkbox"/> Private/Fraternal Veteran's Club |   |  |

Alcohol 100% Food \_\_\_\_\_% Entertainment \_\_\_\_\_% Gas \_\_\_\_\_% Cigarettes \_\_\_\_\_%

Other \_\_\_\_\_% - describe \_\_\_\_\_

## Security Plans

Describe the security provisions for parking and loading areas:

has licensed security agents working.

Number of Security Personnel (list by day if number varies)

2

Security Personnel Responsibilities and Equipment Used:

check ID's metal detectors.

Location of inside and outside security cameras

8-in 4-in 4-out

Will searches or identification verification be conducted? ☐ No ☒ Yes, describe where:

@ door.





# ALCOHOL BEVERAGE RENEWAL CONTINUED

**FORM**  
**ALREN-APP**  
4/21

## Litter and Noise (attach additional sheets if necessary)

List your solid waste contractor.

List the location and number of interior and exterior trash receptacles.

Interior:

Exterior:

How will the exterior trash/littering be addressed?

How will noise issues be addressed?

## Hours of Operation

Sunday	Open: 9am.	Close: bar close.
Monday	Open: closed.	Close:
Tuesday	Open: 6pm	Close: bar close.
Wednesday	Open:	Close:
Thursday	Open:	Close:
Friday	Open:	Close:
Saturday	Open:	Close:

## Floor Plan

A floor plan must be submitted with this application unless the floor plan is identical to the alcohol beverage application. The detailed floor plan must be filed on an 8 1/2 x 11 sheet of paper for each floor of the licensed premises and include:

- 1) Detailed description outlining the areas of the building where the public entertainment will be provided. (Stages, rooms, etc. must be labelled.)
- 2) Square feet and dimensions of the premises to be licensed.
- 3) Location of all entrances and exits, seating areas, bars, waiting line, security search areas, stages, rooms, food preparation areas, areas where public entertainment will be provided, etc.
- 4) North Point, Date, Premise Address, Applicant Name.



## Entertainment

Do you wish to apply for a public entertainment license? ☐ No, skip to next page ☐ Yes, fill out the information below.

Legal Capacity (occupancy load) determines the fee for your public entertainment license. If you do not currently have a legal capacity (occupancy load) and are applying with the Fire Department to acquire one prior to the next license year. Submit an initial payment of \$75 and you can pay the difference (if required once you receive it.) It is important that you complete this requirement prior to July 1 so you are properly licensed and not subject to citations or closure.

Public Entertainment Premises Standard Fee	\$500
Reduced Fee for premises with legal capacity of 400-499	\$350
Reduced Fee for premises with legal capacity of 300-399	\$275
Reduced Fee for premises with legal capacity of 200-299	\$200
Reduced Fee for premises with legal capacity of 100-199	\$150
Reduced Fee for premises with legal capacity of 76-99	\$125
Reduced Fee for premises with legal capacity of 26-75	\$100 +
Reduced Fee for premises with legal capacity of 25 or fewer	\$75

## Types of Entertainment (Choose all that apply)

- ☒ Juke Box ☐ Disc Jockey ☒ Billiard/Pool Tables - # \_\_\_\_\_ ☐ Amusement Machines- # \_\_\_\_\_  
☐ Theater ☐ Movies ☐ Bands ☐ Karaoke ☐ Patrons Dancing ☐ Instrumental Music  
☐ Bowling # of lanes \_\_\_\_\_ ☐ Concerts - # per year \_\_\_\_\_ ☐ Theatrical Performances - # per year \_\_\_\_\_  
☐ Dancing by Performers (Adult Entertainment also requires an Adult Oriented Establishment License)  
☒ Other, describe: darts.

Please Note: All entertainment must be listed above and is subject to approval by the Common Council. Only entertainment approved and listed on license may be allowed in the premises. Permitting unauthorized entertainment will subject licensee to citations, and/or suspension, revocation, or non-renewal of the license.

If you wish to add entertainment to your license during the license year, you will need to file a change of entertainment application. If you wish to temporary add a type of entertainment, apply for a temporary public entertainment permit.





State of Wisconsin  
Department of Financial Institutions

**ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY**

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Persona Bar LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Lena Michelle Stiff

Article 4. **Street address of the initial registered office:**

1351A South 76th St.  
West Allis, WI 53214  
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Branden Winters  
1351A South 76th St  
West Allis, WI 53214  
United States of America

Other Information. **This document was drafted by:**

Lena Stiff

**Organizer Signature:**

Branden Winters

**Delayed effective date**

9/2/2018 6:15:00 PM

**Date & Time of Receipt:**

9/2/2018 6:19:46 PM

**Order Number:**

201809025122306



**ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)**



Filing Fee: \$130.00

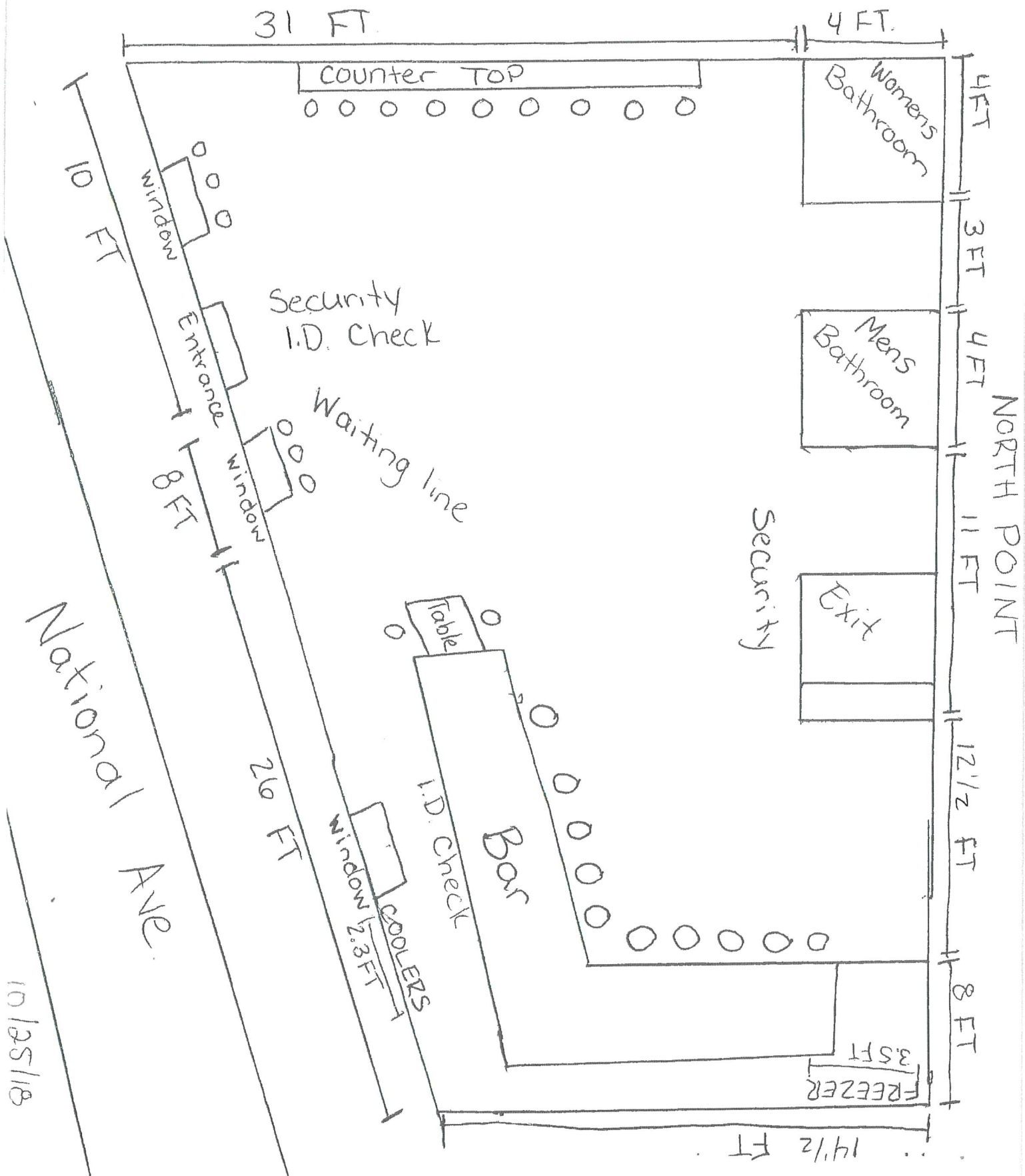
**Total Fee: \$130.00**

**ENDORSEMENT**

**State of Wisconsin  
Department of Financial Institutions**

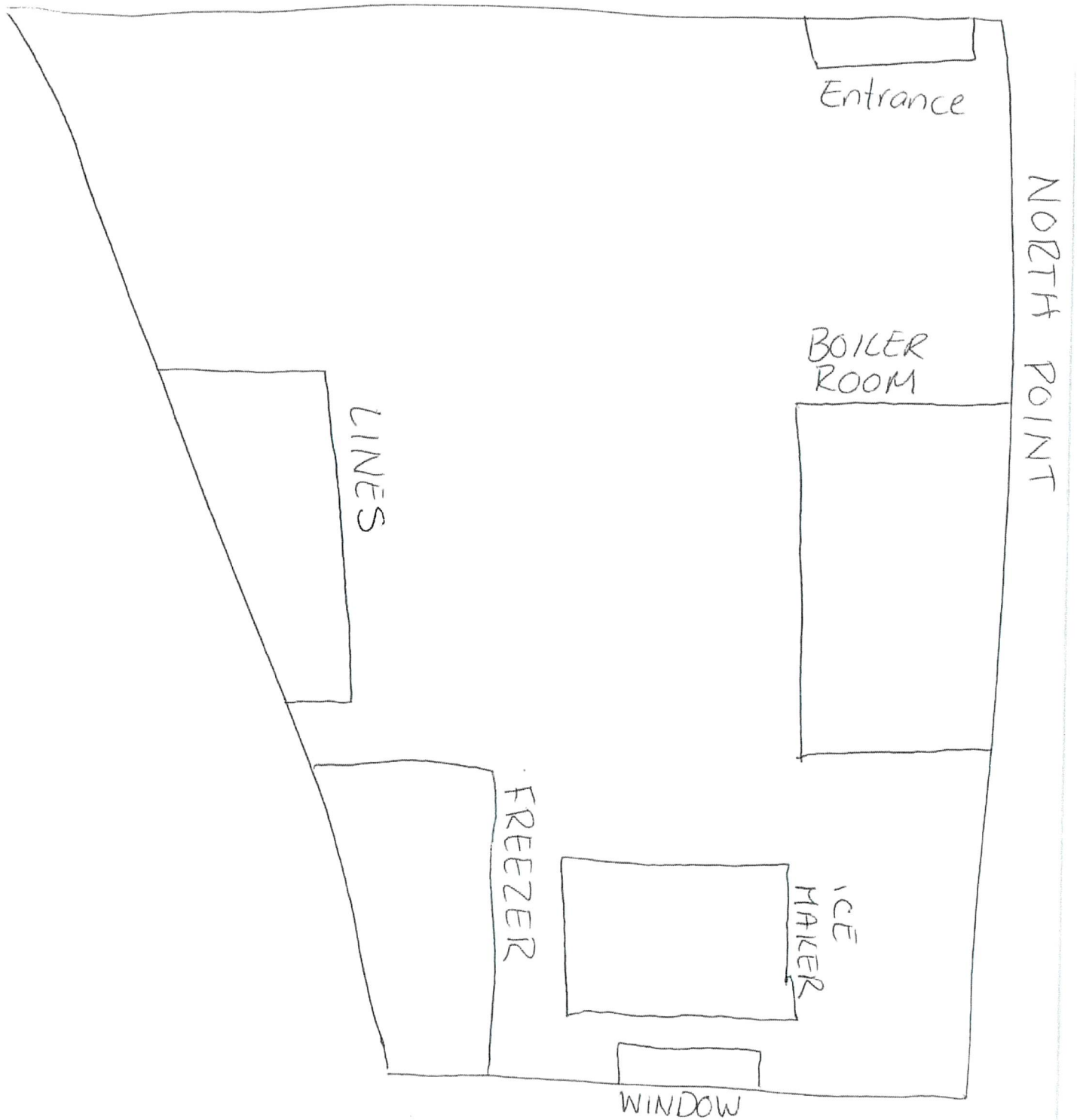
DELAYED EFFECTIVE DATE	
9/2/2018 6:15:00 PM	

<b>FILED</b> 9/2/2018	Entity ID Number P073339
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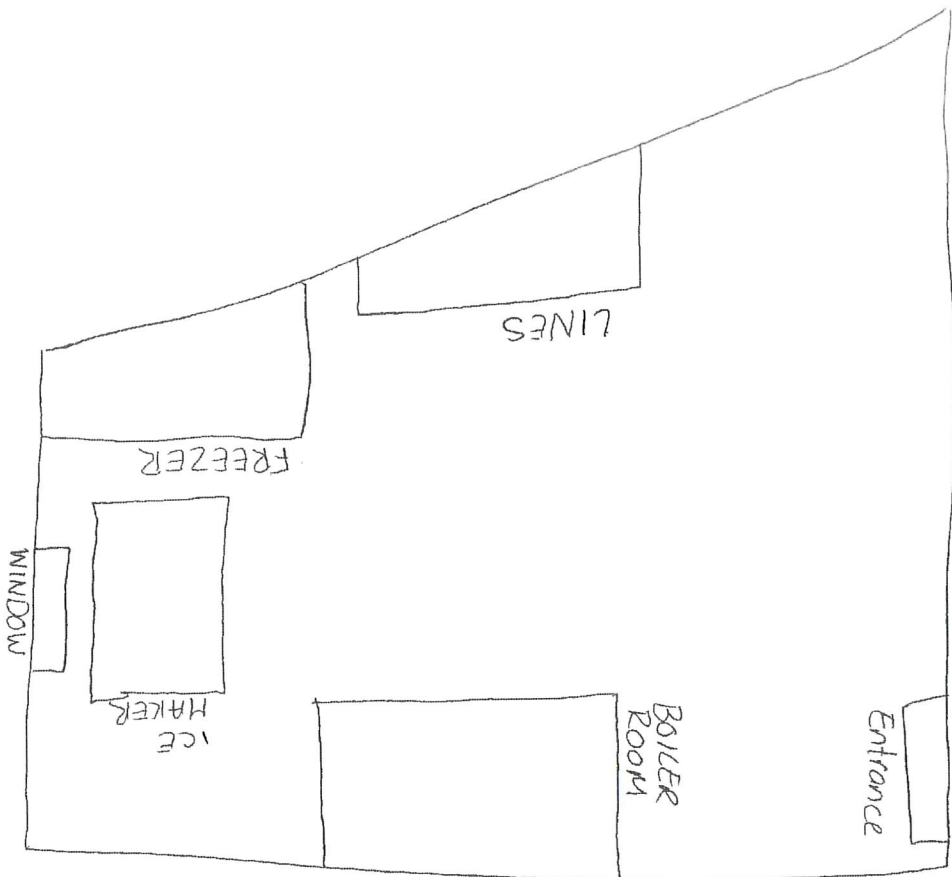


# BASEMENT



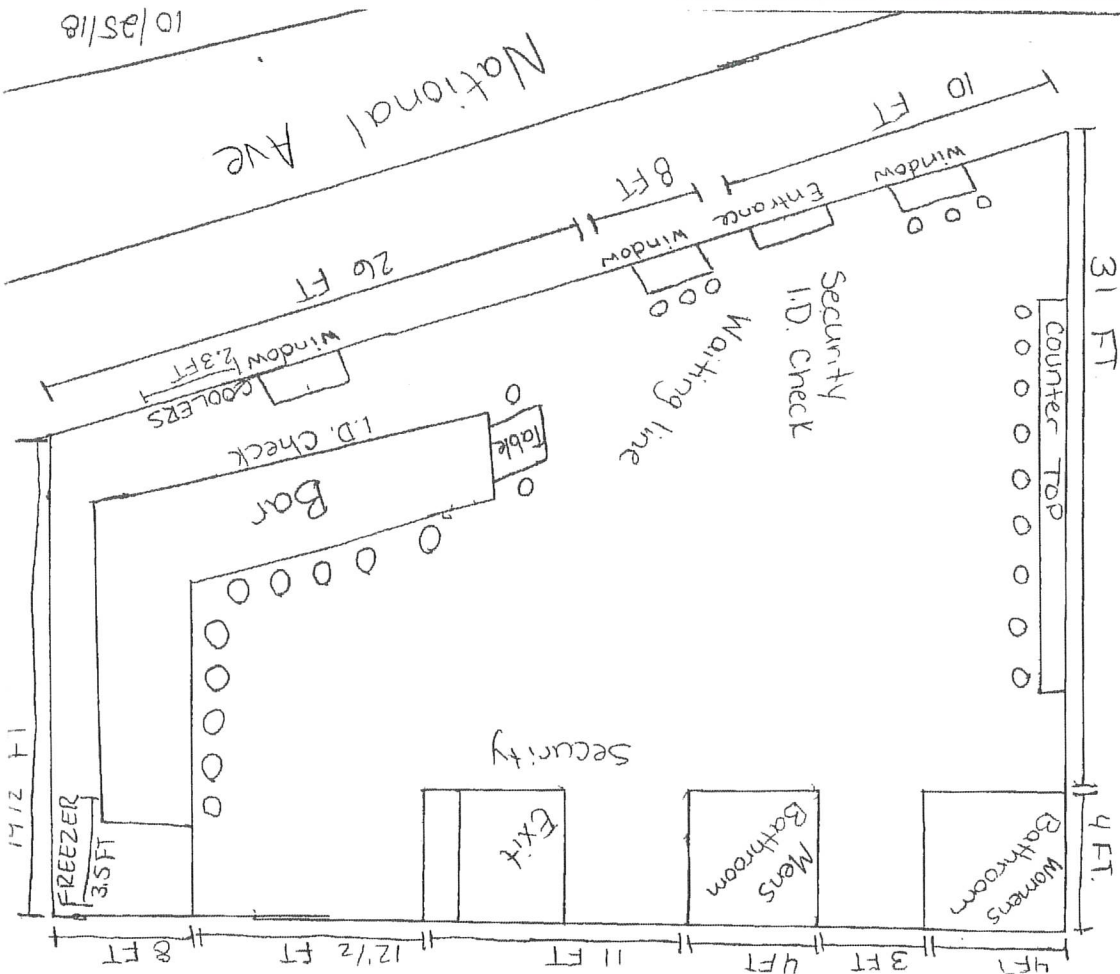
10/25/18

# BASEMENT



NORTH POINT

10/25/18



National Ave

10/25/18



## COMMERCIAL LEASE AGREEMENT

THIS INDENTURE, made this 8<sup>th</sup> day of July, 2018 by and between Juan J. Sendejo, hereinafter referred to as LESSOR, and Branden D. Winters, hereinafter referred to as LESSEE.  
+ Gene J Winters

WITNESSETH, that the Lessor does hereby lease, demise and let unto Lessee the following described premises situated in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as: the bar/tavern located on the premises at 6404 W. National Avenue, West Allis, Wisconsin 53214.

TERM: The initial term of the lease shall begin on the 1<sup>st</sup> day of July, 2018 and end on the 30th day of June, 2020. The Lessee shall be in possession of the premises on the beginning of the lease term.

RENT: Lessee agrees to pay Lessor base rent in the amount of \$1,000.00 per month (a total of twelve thousand dollars per year), payable on or before the first (1<sup>st</sup>) day of each month, commencing July 1, 2018. If rent is not received on the first of the month, beginning with the 2<sup>nd</sup> day of the month, a \$25.00 per day late fee will apply each day the rental amount is not paid. That Lessee shall pay said rent at the time, place and in the manner aforesaid, promptly and without delay during said term to the Lessor, Juan Sendejo, Jr. at the following address: 2396 S. Kinnickinnic Avenue, Milwaukee, WI 53207.

REAL ESTATE TAXES/PERSONAL PROPERTY TAXES: Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises. Lessee shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

SECURITY DEPOSIT: Lessee shall, prior to taking occupancy, pay to Lessor a security deposit in the amount of \$2,000.00.

USE: It is understood that the premises shall be used only as a bar. No portion of the premises leased herein shall be used for any other purpose, including but not limited to, residential purposes.

DAMAGE & DESTRUCTION/INSURANCE COVERAGE: If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Lessee or by any Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Lessee or by any of the Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the Lessor. Rent shall abate during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's

purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

That Lessee shall be liable for any and all damages incurred by the persons, customers, agents or servants or Lessee in or upon said premises, and to that end Lessee further agrees to carry public liability insurance in the sum of not less than \$1,000,000.00 to protect Lessor from any liability claims arising out of said persons, customers, agents or servants of Lessee suffering injuries in or upon said premises. Said insurance shall name Lessor as an additional insured, and shall be issued by and binding upon an insurance company that is approved by Lessor. It is the responsibility of the Lessee to provide insurance coverage for its own personal property. Lessee must provide proof to Lessor upon demand that Lessee has obtained such policy, and that all premiums are paid and that the policy is effective as of the date of demand. Such proof shall include, but not be limited to, current Certificates of Insurance.

The Lessee shall not permit the premises herein leased to be used for any immoral or unlawful purposes, or purpose that will injure the reputation of the same or the building of which they are a part, and will not use or keep in or about said premises any article or thing which would in any way affect the validity of the Standard Fire Insurance Policy of the State of Wisconsin. Lessee shall not use the leased premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substances, chemical, thing or device.

Lessor shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Lessor shall deem appropriate. The Lessee shall keep in full force an insurance policy covering fire and extended coverage insurance on the entire building, as well as a policy covering all equipment, facilities and glass on the premises from loss or damage in a sum not less than the value of said items, including Lessor as an insured party.

AMUSEMENT MACHINES: It is the Lessee's intent to procure its own amusement machine vendor for amusement machine services. Lessee shall be solely responsible for the maintenance and service on its own machines. The Lessee shall be solely entitled to any revenues collected from the amusement machines it contracts to place upon the premises. The Lessee shall ensure that any amusement machines procured and placed upon the premises during its tenancy are removed from the premises upon termination or expiration of this Lease. Lessee shall be responsible to Lessor for any costs incurred by Lessor as a result of Lessee's failure to remove the amusement machines from the premises under this paragraph.

LESSORS PERSONAL PROPERTY REMAINING ON PREMISES: During the term of this lease, Lessee shall be permitted to use the personal property that will remain in the premises, which is itemized and set forth on Exhibit A, hereto. This personal property is owned by the Lessor, and shall remain on the premises at the time the tenancy terminates and Lessee vacates the premises. In the event any of the personal property being transferred is damaged or destroyed during Lessee's tenancy, Lessee shall be responsible for replacing that item with an equivalent item which is in as good or better condition as the original item was at the time it was received.



ALTERATIONS/IMPROVEMENTS/REPAIRS: Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property. Lessee shall have the right to remove the same at any time during the term of this Lease provided that Lessee shall repair, at Lessee's expense, all damage to the Leased Premises caused by such removal.

That the Lessee shall not make alterations in or to said premises without the consent of the Lessor first had and obtained in writing, under penalty or forfeiture of this Lease and damages. All alterations or repairs to said premises shall remain for the benefit of the Lessor unless otherwise provided in such consent. All alterations or repairs requested by the Lessee shall be performed by licensed contractors with proper permits acquired by Lessee or Lessee's contractors. Any repairs or alterations permitted on the premises shall be done in a good and workmanlike manner and utilizing good quality materials. Lessee shall keep the premises and the building free from any liens arising out of work performed, materials furnished or obligations incurred by Lessee. Lessee agrees that if Lessee shall make any alterations or repairs of the premises, Lessee will not take such action until 5 days after receipt by Lessee of the written consent of Lessor, in order that Lessor may post appropriate notices to avoid any possible liability with respect to mechanic's liens or other such claims. Lessee shall at all times permit such notices to be posted and remain posted until the completion of such work.

LESSEE'S SIGNAGE: Upon obtaining Lessor's consent, Lessee shall have the right to place on the leased premises any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the leased premises. Lessor shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessee shall repair all damage to the leased premises resulting from the removal of the signs installed by Lessee.

MAINTENANCE/REPAIRS: Lessee shall keep said premises in as good repair as the same are at the commencement of this term. Lessee's responsibility to keep the premises in good repair includes but is not limited to maintaining the central air conditioning unit, furnace and hot water heaters. Maintenance of these systems shall include but not be limited to replacing filters and having these items serviced at the regular intervals as set forth in the owners' manuals therefore. Lessor shall be responsible to replace any the systems servicing the property if necessary. Lessor shall be responsible for the cost of replacing any of the systems servicing the property unless it is determined that the system is being replaced as a result on Lessee's abuse, neglect, or failure to maintain the system as required hereunder, in which case the Lessee shall be responsible for the cost of replacing the system.

Lessee shall maintain the steps, sidewalks and parking areas of leased premises and keep the same free of ice, snow and other refuse.

That the Lessee shall keep the glass in windows and storm sash clean and in good repair and whole. In the event any glass windows are broken during the Lessee's tenancy, the Lessee shall replace the broken window with glass of equal value and quality and size as that broken.



Lessor shall not be required to perform or pay for work of any type or nature unless specifically set forth herein or unless a special agreement to that effect is expressed in a rider attached to and forming a part of this lease and then only to the extent such work is set forth in the rider. This rider to be effective shall be signed by both Lessor and Lessee, and shall clearly identify its applicability to this lease.

Lessee shall be responsible for the cost of all repairs, maintenance and alterations of the interior of the leased premises, unless as specifically set forth herein.

**PAYMENT/USE OF UTILITIES:** That during said term, Lessee shall place in their name and pay 100% of all gas and electric bills and any other utility bills at the time such bills become due and payable for the premises during the term of this lease and any holdover period unless otherwise expressly agreed in writing by the Lessor. Lessee shall also be responsible for paying 33% (thirty three percent) of the water and sewer bill issued to the Lessor for the property. Lessee shall pay its share of the water and sewer bill before the due date. In the event that any utility or services provided to the leased premises are not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rated share of the charges. Lessee shall pay all such utility charges prior to the due date.

Lessee acknowledges that the leased premises are designed to provide standard bar electrical facilities and standard bar lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

That during said term, Lessee shall pay 100% of all telephone/internet/cable charges assessed and levied against the premises when such rates become due and payable. Lessee shall be responsible for obtaining its own service provider for telephone/internet/cable services.

That during said term, the Lessee shall maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Lessee's failure to maintain a reasonable amount of heat, Lessee shall then be liable for such damage.

The Lessee shall keep the premises in a clean and tenable condition. Lessee shall be responsible to comply with all federal, state and municipal regulations. In the event that any work orders are issued by any governmental authorities, the Lessee shall be responsible and pay the cost to bring the premises into compliance.

**GARBAGE/RECYCLING:** That Lessee shall hire a commercial waste disposal and recycling company and shall pay 100% of the cost therefore.

**ENTRY BY LANDLORD:** That Lessor may, with proper notice and at reasonable and proper times during the daytime, enter and show said premises to persons wishing to rent or purchase the same.

**MARKETING FOR RENT:** That Lessor may, within two months next preceding the expiration of said term, place the usual notice of "To Let" or "For Rent" upon the walls, doors or windows of said premises, and said notices shall remain thereon without hindrance or molestation.

**EXPIRATION OF LEASE:** That Lessee agrees to quit and deliver up said premises to Lessor peaceably and quietly at the end of said term and deliver the keys to Lessor accordingly.

**BANKRUPTCY:** That if, at any time during the period of this lease, the said Lessee is adjudged bankrupt or assigns their assets or interest for the benefit of creditors, this shall constitute a breach of this lease and this lease shall be deemed to be null and void.

**SUBLETTING/ASSIGNMENT:** That Lessee shall not sublet the leased premises or assign this lease without the consent of the Lessor. Regardless of any assignment under this paragraph, Lessee shall remain liable and responsible for the provisions in this lease.

**LIQUOR LICENSE:** This lease is contingent upon Lessee securing proper liquor licenses and permits necessary to operate the bar on the premises. The Lessee shall ensure that the Liquor License issued to the premises shall remain upon the premises at the end of said term and shall not assign or transfer rights, title or interest in the liquor license to anyone else. If Lessee breaches this Lease or vacates or abandons the premises prior to expiration of this Lease, it agrees to surrender the Liquor License unto the License Committee of the Common Council of the City of West Allis and said License shall remain with Lessor's building in accordance with the policy of the City of West Allis.

Further, if Lessee's Liquor License shall be revoked by the City of West Allis for any reason whatsoever, this Lease shall be immediately null and void and the Liquor License surrendered unto said License Committee of the City of West Allis, and said license shall remain with Lessor's building, and said Lessee shall remain liable for any and all rent due or future rents to accrue until another tenant has been obtained by the Lessor.

**SALE OF PROPERTY:** Lessor shall be permitted to market or list the property for sale at any time during the term of this Lease. Lessor and Lessee hereby acknowledge that should the premises be sold to a third party during the term of this Lease or any extensions thereof, the sale shall be subject to Lessee's then existing lease. If the property is sold during the term of this lease, the parties hereby acknowledge that all of Lessors' rights and obligations under this lease agreement shall be transferred to the new owner, and Lessee hereby releases Lessor from any liability under the terms of this Lease.

**CONDEMNATION:** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**DEFAULT:** Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive but are in addition to any remedies now or later allowed by law.

A. Lessor shall have the right either to terminate Lessee's right to possession of the premises and thereby terminate this lease or to have this lease continue in full force and effect with lessee at all times having the right to possession of the premises. In the event of a default by Lessee in the payment of rent when due to Lessor, Lessee shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event of a default made by Lessee in any of the other covenants or conditions to be kept, observed and performed by Lessee, Lessee shall have



thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Lessee shall fail to cure any default within the time allowed under this paragraph, Lessor may declare the term of this Lease ended and terminated. Lessor shall proceed according to state law in taking possession of the premises.

B. Should lessor, following any breach or default of this lease by lessee, elect to keep this lease in full force and effect, for so long as lessor does not terminate lessee's right to possession of the premises (notwithstanding the fact that lessee may have abandoned the premises), the lessor, in addition to all other rights and remedies which lessor may have at law or in equity, shall have the right to enforce all of lessor's rights and remedies under this lease. Notwithstanding any such election to have this lease remain in full force and effect, lessor may at any time thereafter elect to terminate lessee's right to possession of the premises and thereby terminate this lease for any previous breach or default, which remains uncured, or for any subsequent breach or default. For the purposes of lessor's right to continue this lease in effect upon lessee's breach or default, any act of maintenance or preservation, or efforts of lessor to re-let the property, or the appointment of a receiver on initiative of lessor to protect its interest under this lease, do not constitute a termination of lessee's right to possession.

C. If lessee shall be in default in the performance of any covenant to be performed by it under this lease, then, after notice and without waiving or releasing lessee from the performance of such covenant, lessor may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by lessor, together with interest on it at the maximum rate of interest per year allowed by law, shall be deemed additional rental and shall be payable to lessor on the next rent-paying day.

ABANDONMENT: If Lessee shall abandon or vacate said premises prior to expiration hereof, Lessee shall remain liable for any and all rent due or future rents to accrue until another tenant has been obtained by the Lessor. Lessor acknowledges its duty to mitigate damages and attempt to re-let the premises in the event that Lessee abandons or vacates the premises prior to expiration of this lease, or in the event the tenancy is terminated for Lessee's breach of this agreement. Lessee shall remain liable for any deficiency. Lessee acknowledges that, because of the expense and time involved in the permitting process to obtain a liquor license to operate the bar on the premises, the ability to re-let the premises may be hindered by any potential future Lessee making efforts to obtain a liquor license.

If Lessee is absent from the Premises for three successive weeks without notifying Lessor in writing of the absence, Lessor may deem the Premises abandoned and proceed to re-rent the Premises, unless rent has been paid for the full period of the absence.

PERSONAL PROPERTY REMAINING ON PREMISES: Pursuant to Wis. Stat. §704.05(5), if Lessee removes from the premises and leaves personal property, the Lessor may presume, in the absence of a written agreement between the Lessor and the Lessee to the contrary, that the Lessee has abandoned the personal property and may dispose of the abandoned personal property in any manner that the Lessor, in its sole discretion, determines is appropriate. If the personal property is prescription medication or prescription medical equipment, Lessor shall hold the property for 7 days from the date on which the Lessor discovers the property. After that time, Lessor may dispose of this property in the manner that Lessor determines is appropriate, but shall properly return the property to Lessee if Lessor receives a request for its return before disposing of it [per

Wis. Stat. §704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Lessor must give notice, personally or by regular or certified mail, to Lessee and any secured party known to Lessor of Lessor's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. §704.05(5)(b)]

SUBORDINATION: Lessee accepts this Lease subject and subordinate to any mortgage, deed or trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right to any time to subordinate such mortgage, deed or trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed or trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Lessee agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonable require.

NOTICE: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Lessor: JUAN J. SENDEJO

2396 S. Kinnickinnic Avenue

Milwaukee, WI 53207

Lessee: BRANDEN D. WINTERS

*& Gene J Winters*

6402 W. National Avenue

West Allis, WI 53214

Lessor and Lessee shall each have the right from time to time to change the place where notice is to be given under this paragraph by written notice thereof to the other party.

CONSENT: The Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlords consent is required or desirable under this Lease.

COMPLIANCE WITH LAW: Lessee and Lessor each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

BUILDING RULES: Lessee will comply with the rules of the building adopted and altered by Lessor from time to time and will cause all of its agents, employees, invitees and visitors to the same. All changes to such rules will be sent by the Lessor to the Lessee in writing.

LEGAL ACTION: If Lessee shall neglect or fail to perform and observe any or either of the covenants or conditions hereinbefore contained, which on its part are to be performed, Lessor may, as permitted by law, take



any action necessary to enforce the terms of the lease, including but not limited to terminating the tenancy, bringing an action for eviction, pursuing a money judgment for amounts due and owing to the plaintiff, and any other action deemed necessary that may legally be taken by the Lessor. The parties hereby acknowledge that, in the event the tenancy is at any point terminated prior to expiration of the Lease and the Lessee removes from the premises, whether voluntary or through the medium of legal proceedings, that such expulsion or removal shall not affect the liability of Lessee or their agents, assigns or representatives for the past rent due and further rent to accrue under the Lease but the same shall continue as if such removal or expulsion had not taken place, so long as Lessor makes reasonable efforts to mitigate its damages.

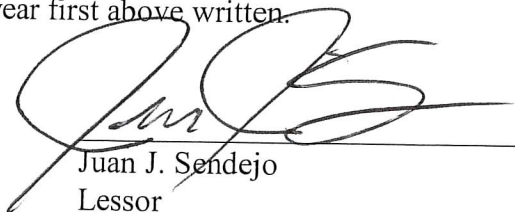
That, in the event either party institutes legal proceedings to enforce the terms of this lease, the non-prevailing party agrees to pay all reasonable costs, attorney fees and expenses that shall be paid or incurred by prevailing party in enforcing this lease.

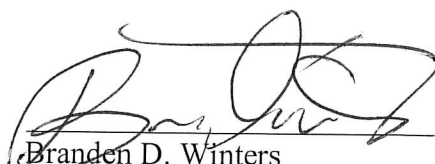
UNENFORCEABILITY: Pursuant to Wis. Stat. §704.02, if any provision of this agreement is rendered void or unenforceable by reason of any statute, rule, regulation or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of the rental agreement that can be given effect without the invalid provision.

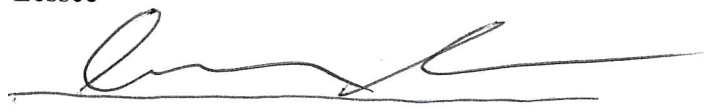
TERMS: The terms Lessor and Lessee when used herein, shall be taken to mean either singular or plural, masculine or feminine, as the case may be, and the provisions of this instrument shall bind the parties mutually and their respective heirs, executors, administrators, legal representatives, successors and assigns.

FINAL AGREEMENT: Execution of this Lease Agreement terminates any prior lease agreement entered into between the parties hereto, or prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

  
\_\_\_\_\_  
Juan J. Sendejo  
Lessor

  
\_\_\_\_\_  
Branden D. Winters  
Lessee

✓   
\_\_\_\_\_  
Gene J Winters  
Lessee



## EXHIBIT A- LESSOR'S PERSONAL PROPERTY

Lessor is leaving the following items on the premises for use by the Lessee, pursuant to the terms of the Commercial Lease Agreement attached hereto:

- 2 Stand Up Coolers
- 1 Horizontal Cooler
- 10 bar stools with backrests
- 17 bars stools without backrests
- 1 free standing table
- 1 ice machine-- Lessor is unsure as to whether the ice machine is operational
- Various fixtures attached to the premises, including but not limited to light fixtures, fans, built-in tables. These items should not be removed or replaced without prior written consent of Lessor.