

**DELAND PARK BEACH HOUSE USE AND SERVICES AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
SECOND REVOLUTION, LLC**

THIS USE AND SERVICES AGREEMENT (this “Agreement”) is made and entered into effective this ____ day of _____, 2025 (the “Effective Date”), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the “City”), and Second Revolution, LLC (“Vendor”), a Wisconsin limited liability company, collectively, the “Parties.”

RECITALS

WHEREAS, the City of Sheboygan is located along the beautiful western shore of Lake Michigan, which enjoys unique geological and atmospheric conditions suitable for surfing and other wave- or water-based recreation activities; and

WHEREAS, the City owns Deland Park, a public park located on Broughton Drive within Sheboygan, Wisconsin (the “Park”), which includes the Deland Beach House, an underutilized facility overlooking the Deland Park Beach, located at 1037 Broughton Drive, Sheboygan, Wisconsin; and

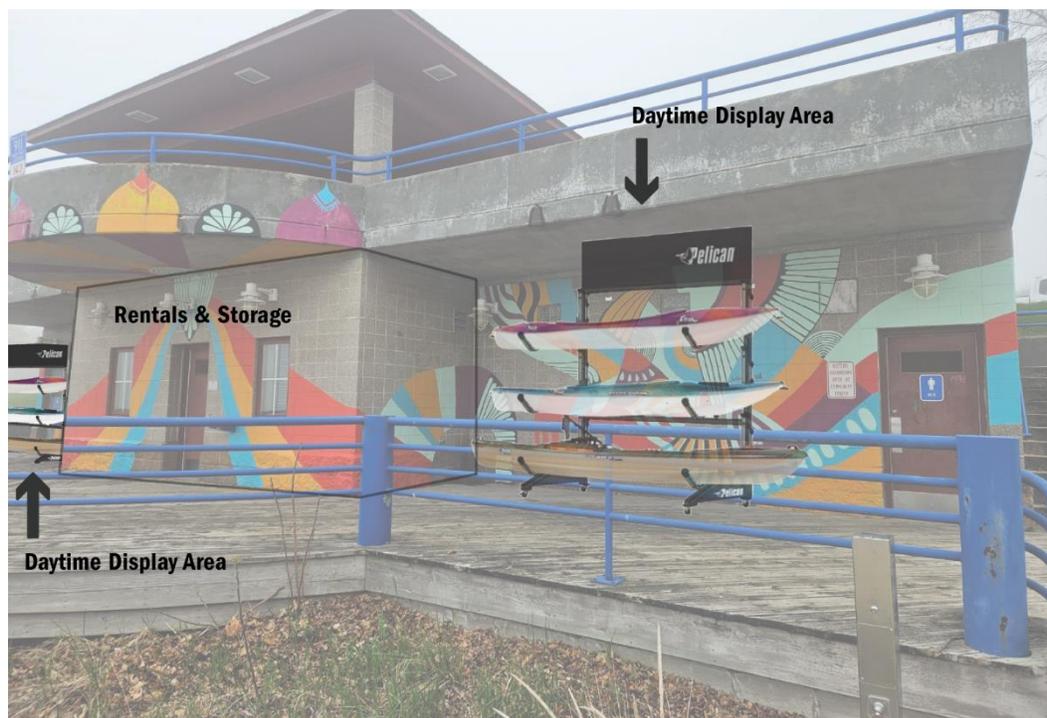
WHEREAS, Vendor operates an outdoor recreation business within the City that provides stand up paddle board, kayak, and other water sports equipment rentals; and

WHEREAS, Vendor desires to rent the storage room portion of the Deland Beach House to use as an on-site location for these rentals; and

WHEREAS, the City finds that facilitating water recreation increases public awareness and appreciation for the Great Lakes and our local resources, supports public health, and is generally in the public’s interest, and that partnering with a local business supports the local economy.

NOW, THEREFORE, in consideration of the Recitals set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties, it is agreed as follows:

1. Grant and Description of Premises. Subject to the terms and conditions of this Agreement, City hereby grants Vender permission and right to occupy the storage room portion of the Deland Beach House and the area surrounding it as identified below and hereinafter referred to as “the Premises” for the purpose of offering stand up paddle board, surfboard, and kayak rentals. Outdoor equipment storage is expressly allowed within the Premises but all such equipment shall be secured or brought into the storage unit when rental is not available. Vender shall have access to the property beginning upon Agreement execution and ending December 31, 2025. It is expressly understood and agreed that this Agreement is not a lease or conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.



2. Use of Premises. Vendor’s use of the Premises is for the purpose of offering water recreation equipment for rent and any accessory uses related thereto such as providing lessons and offering additional equipment for sale to support the activity. Vendor’s activities and services shall conform to state and local laws and regulations. Any permits required shall be timely obtained and maintained. Vendor activities shall conform to industry standards. Vendor shall not allow the Premises to be used for other commercial activities without the City’s prior written approval.
3. Property Maintenance. Vendor shall be responsible for maintaining the Premises in a clean and presentable condition, including ensuring that garbage and recycling generated by Vendor’s activities is properly handled. Vendor assumes responsibility for any damage caused directly or proximately to City property arising out of Vendor’s use of the Premises. The City will maintain and clean the

restrooms and deck area and will maintain access to the storage room portion throughout duration of this Agreement.

4. Security. Vendor shall be solely responsible for securing Vendor's property. Vendor may install such security measures as appropriate to secure Vendor's property provided that such measures do not alter or damage City property. Vendor understands that City will maintain access to the Deland Beach House and that Vendor may not install any security measures that restrict City's access to its property.
5. Safety. Vendor shall implement and maintain reasonable safety measures and procedures relating to Vendor's activities.
6. Rent. Vendor shall pay City \$500 upon Agreement execution for use and access to the Premises. Each renewal pursuant to Section 7 shall trigger payment of \$500 rent by Vendor to the City not later than May 1 of the renewal period.
7. Term and Termination. This Agreement shall expire on December 31, 2025, unless renewed by agreement of the parties. This Agreement may be renewed for twelve-month terms until December 31, 2027, at which time any further renewals shall be accomplished by Agreement amendment or by new agreement.
 - a. Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:
 - i. Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.
 - ii. Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.
 - iii. Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.
 - b. Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.
8. Effect of Termination or Expiration. Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date. After any termination of this Agreement,

Vendor shall promptly deliver to City all of City's property and facilities in Vendor's possession of Manager.

9. Personnel. Vendor shall provide all personnel reasonably necessary for Vendor's activities and services. Such personnel shall be employees or contractors of Vendor (collectively, the "Personnel"). Vendor, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Vendor shall conduct criminal background checks on all prospective hires and condition employment on successful passage of a drug screen. Each of Vendor's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.
10. Insurance. Vendor agrees to obtain and maintain, at its sole cost and expense, commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its activities and services, for the benefit of both the City and Vendor and agrees to name the City as additional insured. Each party shall obtain and maintain property insurance coverage on their respective assets.
11. Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
12. Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.
13. Indemnification. Vendor agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this Agreement as a result of the use and/or occupancy of the Premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Vendor including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the Property or through activities occurring at the Premises such as at off-site locations with rented equipment, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Vendor and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including

reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Premises unrelated to Vendor's activities and services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Vendor harmless from and against, and Vendor shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Vendor, or arising out of any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

14. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.
15. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Agreement. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Routine business correspondence may be conducted via email, telephone, or in-person.
16. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
17. Amendment. This Agreement may be amended only by a writing signed by both parties.
18. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.
19. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be

construed in all respects as if such invalid or unenforceable provisions were omitted.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 7(a)(iii) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.
21. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.
22. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
23. Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

VENDOR:

SECOND REVOLUTION, LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____

Ryan Sorenson
Mayor

Date: _____

ATTEST:

By: _____

Meredith DeBruin
City Clerk

Date: _____