

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement"), is made and entered into this ____ day of _____, 2025, by and between the City of Two Rivers, a Wisconsin municipal corporation, hereinafter referred to as "Landlord" or "City," and Two Rivers Youth Sports, a Wisconsin non-stock corporation, hereinafter referred to as "Tenant." (together "Parties", each a "Party").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by both Parties, and for the further consideration set forth herein, it is agreed that Landlord leases to Tenant the premises located at Vietnam Veterans Park in Two Rivers, Wisconsin, as more particularly described herein (the "Leased Premises"), to have and to hold under the following terms and conditions:

1. LEASED PREMISES.

The Leased Premises shall consist of the athletic field commonly known as the "Blue Field" located at Vietnam Veterans Park. The specific boundaries of the Leased Premises are delineated in the map attached hereto as Exhibit A and incorporated herein by reference.

The lease of the designated property does not entitle Tenant to any oversight, control, or exclusive use of any other portion of the Vietnam Veterans Sports Complex outside the boundaries of the Leased Premises described in Exhibit A.

2. TERM OF LEASE.

This Lease shall begin on December 1, 2025 ("Commencement Date") and shall continue for a "Term" of fifteen (15) years, terminating on November 30, 2040 ("Termination Date").

3. RENT.

Beginning on the Commencement Date, Tenant shall pay Landlord annual "Base Rent" in the amount of Three Thousand and 00/100 Dollars (\$3,500.00). The first payment is due on or before January 31 following the Commencement Date, and subsequent payments are due on or before January 31 of each calendar year thereafter.

Base Rent shall be adjusted annually, with each subsequent payment increasing by two percent (2%) over the amount of the prior year's rent. All rent payments shall be made to the City of Two Rivers Parks and Recreation Department.

4. USE OF PREMISES.

Tenant may use the Leased Premises for the purpose of conducting youth sports activities, including practices, games, tournaments, and special event fundraisers to support youth sports. Tenant shall not use or occupy the Leased Premises for any unlawful purpose and will obey all present and future laws, ordinances, and regulations.

5. REPAIRS, MAINTENANCE, AND RESTORATION.

a. Maintenance by Tenant. Throughout the Term, Tenant is responsible for, and shall perform, at its sole cost and expense, all necessary maintenance of the Leased Premises year-round. This includes, but is not limited to, field, turf, irrigation system, and building maintenance; cleaning; and snow removal.

b. Restoration. Tenant shall, at its sole expense, restore any damages to the greater Vietnam Veterans Sports Complex that are caused by the construction, maintenance, or use of the Leased Premises or any facility thereon by Tenant, its agents, contractors, or invitees.

6. UTILITIES.

Tenant shall be solely responsible for obtaining and paying for all utility services required for the Leased Premises. Tenant shall, at its own expense, arrange for the installation of a separate water meter and electric meter for the Leased Premises. Tenant is responsible for all costs of infrastructure hook-ups, connections, and any necessary upgrades to service the Leased Premises throughout the Term.

7. ALTERATIONS AND IMPROVEMENTS.

Tenant shall not, without the Landlord's prior written consent, make, nor permit to be made, any alterations or additions that change the scope of the Leased Premises. Any permanent improvements made to the Leased Premises shall become the property of the Landlord upon the termination of this Lease, unless Landlord requests their removal, in which case Tenant shall remove the improvements and restore the Leased Premises to its prior condition at Tenant's expense.

8. SCHEDULING AND MUTUAL USE.

- a. Tenant's Priority. Tenant shall retain first scheduling rights for the use of the Leased Premises for its athletic programs, subject to subsection 8(c).
- b. Landlord's Use. The City shall have the right to use the Leased Premises when it is not being used by the Tenant, subject to the following conditions:

- i. For youth sports practices and games organized by the City's Parks and Recreation Department, use shall be free of charge, provided the Recreation Supervisor gives reasonable prior notice to the Tenant. When the City uses the field for such events, the City will coordinate all field and grounds care and clean-up for the duration of the event in collaboration with the Tenant. City will have access to the scoreboard, its controls, and restrooms when using the field.
- c. Annual Planning Meeting. The Parties shall meet on or before December 1st of each year to coordinate and plan the schedule for the following year. The party booking a tournament on an available weekend shall notify the other party as soon as reasonably possible.

9. CONCESSIONS AND ALCOHOL.

- a. Tenant's Concession Stand. Tenant shall have the right to operate its own concessions stand within the Leased Premises during its games and tournaments.
- b. City Concession Stand. Tenant may rent the City-owned concession stand facility at Vietnam Veterans Park for its events at the standard rental rates established by the Parks and Recreation Department. If Tenant wishes for another entity to operate the City concession stand during one of its tournaments, the City shall have the right of first refusal to operate it. Tenant may also partner with another organization to operate the City concession stand, subject to the City's established rental policies and rates.
- c. Alcohol. The sale or distribution of alcoholic beverages on the Leased Premises is strictly prohibited unless Tenant first obtains a separate, valid license for such activity and receives explicit written approval from the Two Rivers City Council.

10. INSURANCE.

Throughout the Term of this Lease, Tenant agrees to provide and keep in force, at its own expense, a commercial general liability insurance policy from an insurer satisfactory to the Landlord. The policy shall name the City of Two Rivers as an additionally insured party. The insurance shall have the following minimum coverage amounts: \$1,000,000 per occurrence and \$2,000,000 general aggregate. Tenant shall provide a certificate of insurance to the City on or before January 31 of each calendar year as proof of compliance.

11. HOLD HARMLESS.

Tenant agrees to indemnify, defend, and hold the Landlord and the Leased Premises harmless from and against all suits, claims, liens, demands, judgments, and other liabilities of any nature whatsoever arising from or out of the Tenant's operations or its use, possession, or occupancy of the Leased Premises.

12. DEFAULT AND TERMINATION.

Either party may terminate this Lease upon days' written notice to the other party in the event of a material breach of any term of this Agreement by the other party that is not cured within thirty (30) days of receiving written notice of said breach. A material breach shall include, but not be limited to, insolvency, failure to make required payments, or failure to maintain the required insurance coverage. In the event of default or termination, the City will continue the sponsorship commitments made for the field as agreed to by the Tenant, unless the City determines in its discretion that the sponsor's values or mission is inconsistent with the values of the City.

13. SUBLETTING/ASSIGNMENT.

Tenant shall not sublet the Leased Premises or any part thereof or transfer or assign this Lease without the prior written consent of Landlord.

14. GOVERNING LAW.

The terms and conditions set forth in this Lease shall be interpreted under the laws of the State of Wisconsin. The exclusive venue for any claim or dispute whatsoever arising from this Lease shall be the Manitowoc County Circuit Court.

15. ENTIRE AGREEMENT.

This Lease, including Exhibit A, constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. This Agreement may only be modified by a written agreement signed by all Parties.

IN WITNESS WHEREOF, this Lease is hereby signed and executed as set forth below.

LANDLORD:

City of Two Rivers

Name: Kyle Kordell

Title: City Manager

Date: _____

TENANT:

Two Rivers Youth Sports

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

