

COMMERCIAL LEASE AGREEMENT between City of Two Rivers and Rosannas Cabanas

THIS LEASE AGREEMENT ("Lease" or "Agreement"), is made and entered into this 5th day of (June) June, 2026, by and between the City of Two Rivers, a Wisconsin municipal corporation, hereinafter referred to as "City," and Rosannas Cabanas, LLC a Wisconsin-based limited liability 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 Neshotah Beach 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 area of Neshotah Beach in front of Parking Lots 1 and 2 as depicted 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 Neshotah Beach outside the boundaries of the Leased Premises. The City shall always have access to the Leased Premises, 24 hours a day.

2. TERM OF LEASE.

This Lease shall begin on June 19, 2026 ("Commencement Date") and shall terminate on September 1, 2026 ("Termination Date"). The Tenant shall be operating for a total of approximately 30 calendar days during this time. The parties may agree to extend this Lease by one year with the mutual written agreement of both parties. Either party may terminate this Lease at any point in time with 24-hour written notice.

3. RENT

The Tenant shall pay the City a one-time flat fee of \$100 for the use of the Leased Premises.

4. USE OF PREMISES.

The Leased Premises will be used to operate a LLC for the rental of beach tents as a fee-based public amenity for City park property. No uses of the Leased Premises shall be allowed except as provided herein. No food or beverages of any kind shall be available for sale at this location. No live music shall be permitted at this location.

5. HOURS OF OPERATION

Both parties agree the hours of operation for this rental service shall be limited to:

- o Thursday, Friday, Saturday, and Sundays (10 am – 4 pm) from June 19 through September 1.

6. INSURANCE TO BE MAINTAINED BY TENANT

Tenant shall purchase at its own expense and keep in force during this Lease a policy or policies for commercial general liability insurance, including personal injury and property damage in the following amounts:

- o **Commercial General Liability:** Not less than \$500,000 combined single limit per occurrence for bodily injury and property damage and \$500,000 per occurrence for personal injury. The Minimum General Aggregate shall be no less than \$1,000,000.

All insurance policies shall specifically name the City of Two Rivers as an additional insured and be issued by an insurance company licensed to do business in the State of Wisconsin. The City has the right to request a

copy of this certificate of insurance at any time.

7. NOTICE OF INJURY OR DAMAGE

Tenant shall be responsible for notifying the City in writing of any injury to any persons occurring on or damage to the Leased Premises. Tenant shall notify the City in writing of any condition that constitutes a hazard or danger related to the operation of the Leased Premises.

8. INDEMNIFICATION AND HOLD HARMLESS

Nothing in this Lease shall serve to impact, waive, or limit any of the legal protections available to the City under Wisconsin law, including but not limited to Wisconsin Statutes §893.80, and all applicable governmental immunities, defenses, and limitations on liability are expressly reserved.

Tenant agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and the Leased Premises from and against any and all suits, claims, liens, demands, judgments, damages, losses, and liabilities of any nature whatsoever arising out of or related to Tenant's operations or its use, possession, or occupancy of the Leased Premises, except to the extent caused by the negligence or willful misconduct of the City or those acting on its behalf.

To the extent permitted by law and subject to the limitations set forth in Wisconsin Statutes § 893.80, the City agrees to indemnify, defend, and hold harmless the Tenant, its agents, and representatives from and against claims, damages, liabilities, and expenses arising from the operation of the Leased Premises.

Any obligations of the City under this Section shall be subject to and limited by the insurance requirements set forth elsewhere in this Lease and all applicable statutory limitations on municipal liability.

9. FORCE MAJEURE.

Neither party shall be liable for any failure to perform its obligations where such failure is a result of acts of nature, strikes, civil disturbances, or other causes beyond the reasonable control of the party.

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:

Rosanna's Cabanas LLC

By: Rose Ahrens, sole member, Rosanna's Cabanas LLC

Name: Rose Ahrens

Title: sole member and manager

Date: 6/5/2026

Exhibit A



- LEGEND**
- Entry Point
 - Parking
 - Structure
 - Natural Surface Trail
 - Concrete Sidewalk
 - Asphalt Multi-Use Trail

	
NESHOTAH PARK MASTER PLAN	
Zabnick Drive Two Rivers, WI 54231	
SITE OPPORTUNITY ANALYSIS - OVERVIEW	

