

LICENSE AGREEMENT

RACM LAND, 212 SOUTH 36TH STREET, SOCCER FIELDS IN THE MENOMONEE VALLEY INDUSTRIAL CENTER AND COMMUNITY PARK

THIS LICENSE AGREEMENT is made and entered into as of 5th of May, 2023, is by and between the Redevelopment Authority of the City of Milwaukee, a Wis. Stat. 66.1333 entity ("RACM"), as licensor, and Liga Premiere, LLC, a Wisconsin limited liability company, and Premier Landscaping and Construction, LLC, collectively herein as "Licensee", and is for good and valuable consideration, receipt and sufficiency of which are acknowledged.

RECITALS

- A. RACM owns that certain parcel described herein that LICENSEE wishes to enter and occupy so LICENSEE may engage in the activities set forth in Section 5 of this License Agreement ("Agreement").
- B. RACM enters into this License Agreement per RACM Resolution File No. ?????.

AGREEMENT

- 1. **Recitals.** RACM and LICENSEE accept and agree to the recitals above, and to all the terms and conditions contained herein.
- 2. **License of RACM Land; AS IS.**
 - a. RACM hereby allows LICENSEE a personal, non-assignable, temporary license to enter and use the parcel indicated on Exhibit A ("RACM Land") during the Term as defined in Section 3 for the purposes set forth herein.

This is a license giving LICENSEE temporary and qualified entry and occupancy rights that are personal privileges, and that shall not be construed as giving LICENSEE any interest or estate in the RACM Land whatsoever. This is not a lease or other conveyance of any interest or estate in real property. LICENSEE is not a tenant or lessee, and LICENSEE has no tenant rights under Wis. Stat. Ch. 704.
 - b. The RACM Land is licensed and made available to LICENSEE and all those who enter and occupy during the Term as defined in Section 3, and who enter by, through, or under LICENSEE, on an AS-IS, WHERE-IS BASIS, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied. LICENSEE has inspected and understands that the RACM Land is licensed on an AS-IS, WHERE-IS BASIS, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied and RACM is without obligation to make any alterations, repairs or changes thereto.

3. **License Term.** The License Term shall be for a one-year period commencing on 5th of May, 2023 and -ending on April 29, 2024 ("Term"). In no event shall the Term for the RACM Land extend beyond April 29, 2024. Nothing contained in this section prevents RACM and LICENSEE from amending this Agreement to extend the Term, from renewing this Agreement, or from entering into a new Agreement after this Agreement and the Term expire.
4. **License Fee.** LICENSEE agrees to pay RACM a nonrefundable license fee of \$1.00, which fee will not be reduced or returned. The fee shall be paid within 10 days of signing this Agreement, and prior to and as a prerequisite to any entry onto the RACM Land, payable either in person or by mail to RACM's Assistant Executive Director (see Notice section below).
5. **Use of the RACM Land.** LICENSEE shall use the RACM Land only for soccer tournaments and soccer programming and for no other purposes whatsoever.
- a. LICENSEE shall submit to RACM for approval, a schedule of events to be held on the RACM Land. On those days on which LICENSEE does not have an approved event, RACM reserves the right to allow the RACM Land to be used by other entities for soccer related events.
 - b. Prior to any events taking place on the RACM Land, LICENSEE shall provide RACM with a copy of its COVID Safety/Mitigation plan approved by the Milwaukee Health Department.
 - c. The following activities may occur on the RACM Land during the Term:
 - i. Soccer tournaments and soccer programming. LICENSEE shall
 - ii. Field preparation including setting up soccer goals, striping the field, setting up bleachers, setting up tents, and setting up tables and chairs.
 - iii. Facilities set up including setting up portable toilets, hand-wash stations, and garbage/refuse containers (collectively the "Facilities"). LICENSEE shall be responsible for reserving the Facilities, causing the Facilities to be kept in a sanitary and clean condition throughout the Term, and causing the Facilities to be removed prior to the expiration of the Term.
 - iv. Food and beverage stations set up to provide food and beverage service to LICENSEE players, coaches, and fans as allowed by law. The provision or consumption of alcoholic beverages on the RACM Land is prohibited.
 - v. Clean up of the RACM Land.
 - vi. Removal of personal property brought to the RACM Land during the Term.
 - vii. Use of the RACM Land is permitted from sunrise to sunset unless otherwise agreed to by RACM in writing.
 - d. The following activities are prohibited on the RACM Land during the Term:
 - i. Application of fertilizers or insecticides that are prohibited under federal or state law.
 - ii. Vehicle parking.
 - iii. Nuisances in violation of codes and ordinances of the City of Milwaukee.
 - iv. On-site cooking and grilling.
 - v. Consumption of alcoholic beverages.

6. **Routine Maintenance.**

- a. With the exception of mowing of grass, as described below, LICENSEE shall be responsible for routine maintenance and associated expenses of the RACM Land. LICENSEE shall maintain the RACM Land in a clean, safe, and attractive manner to standards required by the City Municipal Code. Maintenance shall include, but is not limited to, keeping the RACM Land free from noxious weeds, litter and other debris, raking leaves, shoveling snow, and making reasonable efforts to prevent nuisances, hazards, soil erosion, and overuse of the RACM Land.
- b. Beginning May 15, 2022, RACM agrees to arrange for the RACM Land to be mowed at RACM's expense no more than twice per month at a time agreed upon by the parties hereto. If LICENSEE desires the RACM Land to be mowed more than twice per month, LICENSEE may do so at its own cost.

7. **Utilities.** LICENSEE shall be responsible for installation and payment of all utility services at the RACM Land during the Term, including water and electrical. Any installation of utility service or infrastructure shall be subject to the City of Milwaukee's Department of City Development's ("DCD") prior written approval (and be part of plans submitted to RACM), shall be coordinated with the City of Milwaukee's Department of Public Works ("DPW"), and shall be done per City Code and with required permits.

8. **Improvements.** LICENSEE is permitted to install temporary fencing, landscaping, signage, and other improvements ("Improvements") so long as the following conditions are met:

- a. Plans for Improvements must be submitted by LICENSEE to RACM and be approved on behalf of RACM by DCD prior to installation.
- b. Improvements must be constructed and installed per applicable laws, including City Code, building and zoning requirements, and with applicable permits.
- c. Temporary fencing may be placed at the perimeter of the RACM Land if constructed in a neat and tidy manner with permitted materials. Permitted fencing materials including chain link, coated fence wire, standard fence wood or metal such as wrought iron. Prohibited fencing materials include barbed wire, razor wire, old doors, chicken wire, sheet metal, pallets or plywood. Poured concrete fence anchors are prohibited.
- d. Plans must designate any tool, equipment, or implement-storage facility and any structures.

9. **Damage to Improvements.** If any Improvements are damaged or destroyed, by any cause, other than routine wear and tear, during the Term, LICENSEE, at its own cost, shall either (a) repair or replace the Improvements within 30 days following said damage or destruction, or (b) remove the Improvements from the RACM Land within 30 days following the damage or destruction. Such repair or replacement shall be undertaken in substantial compliance with the original plans or such other plans as may be approved by DCD in writing.

10. **Signage; Security; Safety; Admission.** LICENSEE is responsible for ensuring that RACM Land access and entry is STRICLY LIMITED AND RESTRICTED to license participants only and not allowed to any member of the general public. LICENSEE shall install signage displaying LICENSEE's contact phone number for those interested in being a license participant. LICENSEE is responsible for ensuring that adequate security and safety personnel are on site and on hand, including crowd control, private security, personnel to control access, and ambulance personnel.

While LICENSEE will control and restrict access and entry to the RACM Land to license participants, there shall be no on-site collection of any fee for entry.

11. **Inspection by RACM.** Representatives of RACM, with proper identification, shall be permitted to inspect the RACM Land at any time.
12. **Insurance.** LICENSEE shall at all times during the Term maintain in full force and effect with an insurance company licensed to do business in Wisconsin the insurance according to the limits and conditions described in Exhibit B. Prior to the commencement of LICENSEE's occupancy and use of the RACM Land, and thereafter not less than thirty (30) days prior to the expiration of any such policy, LICENSEE shall deliver to RACM copies of such policies or certificates evidencing the same, together with satisfactory evidence of proof of payment of premiums. The policies of insurance required by this Paragraph shall:
 - a. Name RACM as additional insured to the extent of LICENSEE's indemnification obligation as stated in Section 14 of this Agreement; and
 - b. Contain an endorsement requiring thirty (30) days written notice from the insurance company to all named insureds prior to cancellation of the policy or any material reduction in coverage, scope or amount of the policy. LICENSEE shall deliver to RACM, before the first day of the Term, either in person or by mail, copies of the policies or certificates of insurance evidencing coverage required by this paragraph.
13. **Indemnification of RACM; Recreational Immunity.**
 - a. LICENSEE shall indemnify and hold harmless RACM and its respective agents and employees, from and against any and all liabilities, claims, demands, loss, costs and expenses of every kind and nature (including reasonable attorneys' fees), including those arising from any injury or damage to any person (including death) or property sustained in or about the RACM Land during the Term (and/or other period of LICENSEE occupancy) and resulting from the negligence or willful act of LICENSEE, its employees, agents, servants, or invitees.
 - b. LICENSEE and RACM desire protections under Wis. Stat. 895.52 – recreational immunity. No fees shall be charged for entry into the RACM Land during the Term.
14. **Compliance with Law.** LICENSEE will comply with all laws and orders of the United States and of the State of Wisconsin, all ordinances of City of Milwaukee, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Milwaukee, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on the RACM Land during the Term in violation of any such laws, ordinances, rules or requirements, and if notice is given to LICENSEE of any such violation on the part of LICENSEE or of any person employed by or admitted to the RACM Land by LICENSEE, LICENSEE will immediately desist from or correct such violation.
15. **Liens and Claims.** LICENSEE shall not permit to be enforced against the RACM Land or any part thereof, any mechanic's, material supplier's, contractor's or subcontractor's lien arising from any work of construction, repair, restoration, replacement, or improvement to the RACM Land by LICENSEE. LICENSEE shall pay or otherwise cause the removal of any such lien, claim, or demand before any action is brought to enforce it against the RACM Land (or promptly following

the commencement of such an action). LICENSEE shall hold RACM and the RACM Land harmless from all liability for all such liens, claims, and demands, together with all costs in connection therewith.

16. **Property Taxes and Other Charges.** The RACM Land is property-tax exempt for real property taxes under RACM ownership per Wis. Stat. 66.1333 (12). LICENSEE shall pay all taxes levied on LICENSEE personal property. RACM shall be responsible for special assessments for public improvements levied against the RACM Land by the City or any other governmental entity during the Term. LICENSEE shall be responsible for any special charges, charges, fines, or penalties levied by the City, resulting from LICENSEE use, occupancy, or duty hereunder.
17. **Default.** The occurrence of one or more of the following events shall be an Event of Default under the terms of this Agreement:
- a. LICENSEE shall default in any of the other covenants or agreements herein contained to be kept, observed, and performed by LICENSEE, and such default shall continue for thirty (30) days (except as provided below) after notice thereof in writing to LICENSEE; or
 - b. LICENSEE shall make any assignment, transfer, conveyance, or other disposition of its interest in the RACM Land or under this Agreement without the express prior written consent of RACM; or
 - c. LICENSEE shall dissolve or institute any proceeding for dissolution, merge into another entity, or permit one or more other entities to consolidate or merge into it without the express written consent of RACM; or

Upon occurrence of any one or more of such Events of Default, RACM may, at its election in the manner and terms herein provided, declare this Agreement ended, and to recover possession of the RACM Land, either with or without process of law to re-enter and to expel, and remove LICENSEE and all agents, employees and representatives of LICENSEE engaged in operating the RACM Land or occupying the RACM Land, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions, or undertakings herein contained, to be observed and performed by LICENSEE, other than the payment of rent due under this Agreement, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to LICENSEE, and if LICENSEE prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then RACM shall not have the right to declare the term of this Agreement as ended; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict any rights of RACM, including the right to declare this Agreement ended and terminated, and to enforce all of RACM's rights and remedies hereunder for any other default not so cured.

18. **Assignment and Sublicensing.** LICENSEE shall not assign, sublicense, sublet, sell or otherwise transfer any portion of RACM Land, or LICENSEE's license interest or interest under this Agreement, without the prior written consent of RACM, which is within RACM's sole discretion. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties hereto and their successors and assigns.

19. **Non-Discrimination.** LICENSEE agrees that in its occupancy, use of, and activities at RACM Land, LICENSEE shall not discriminate or permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin.
20. **On-Site and Event Contact Person.** LICENSEE designates, for RACM's benefit, the following contact person (the "Contact"), who will coordinate with RACM prior to, during, and after the Term. The Point of Contact on-site, on the RACM Land, during the Term:

Name: Ruben Roman
Email: romanruben99@yahoo.com
Address: 2824 N. 52nd Street
Milwaukee, WI 53210
Cell Phone: (414) 551-8302

The Contact shall coordinate with RACM's Assistant Executive Director, whose contact information is as follows:

RACM
Attn: Assistant Executive Director
Dave Misky
dmisky@milwaukee.gov
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202
414-286-8682

21. **Restoration and Vacation.** LICENSEE shall vacate the RACM Land on or before the expiration of the Term, or, if applicable upon the termination of this Agreement. The RACM Land shall be returned to RACM by LICENSEE in substantially the same condition in which it was received, subject to normal wear and tear. LICENSEE shall remove all litter, debris, personal property, and Improvements upon vacation of the RACM Land unless otherwise approved by DCD on behalf of RACM. If LICENSEE fails to vacate the RACM Land in a timely fashion, RACM shall (in addition to all other rights and remedies available at law and in equity) have the right to have a court evict.
22. **Renewal; Extension; New Agreement.** At the end of the Term, LICENSEE shall have the right to negotiate renewal or extension of this Agreement for a term of one to three years or negotiate a new agreement – so long as LICENSEE notifies RACM of its intent to negotiate renewal, extension, or a new agreement no earlier than a date 60 days prior to expiration of the Term, but no later than a date that is 30 days prior to expiration of the Term. Any renewal, extension, or new agreement shall be at RACM's sole discretion and may be subject to the approval of RACM's Board and the City's Common Council. Any renewal, extension, or new agreement must be in writing and requires signature by RACM and LICENSEE.
23. **Termination.** In addition to other rights and remedies RACM has hereunder and at law and in equity, RACM may terminate this Agreement and all rights of LICENSEE upon 60 days prior written notice if

LICENSEE is in breach of its duties hereunder and if LICENSEE has failed to cure within the 30-day period following said notice.

24. **Governing Law.** LICENSEE consents to personal jurisdiction in Wisconsin concerning suit related to this Agreement. This Agreement shall be construed in accordance with Wisconsin law. RACM expressly retains all rights under Wis. Stat. 893.80.
25. **Public Records.** LICENSEE understands that this Agreement, and certain documents associated herewith, are or may be subject to Wisconsin's open records law. See Wis. Stat. 19, including Subch. II. LICENSEE agrees to cooperate with RACM regarding open records requests relating to this Agreement and the RACM Land.

Both Parties understand that RACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* LICENSEE acknowledges that it is obligated to assist RACM in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by LICENSEE under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that the LICENSEE must defend and hold RACM harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after the termination of this Agreement.
26. **Exhibits.** The Exhibits attached hereto are incorporated herein.
27. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This Agreement may only be amended by a written agreement signed by all the parties hereto.
28. **Severable.** The terms and provisions of this Agreement are deemed separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.
29. **Waiver.** One or more waivers by a party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by a party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.
30. **RACM Consent/Approval.** Whenever RACM or DCD consent or approval is required hereunder, the same shall be determined on behalf of RACM by the DCD Commissioner or the Commissioner's designee (the DCD Commissioner is also the Executive Director of RACM).
31. **Signature; Counterparts.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile, email, or PDF signatures shall be accepted as originals.

32. **Time is of the Essence.** Time is of the essence concerning the provisions of this Agreement.

IN WITNESS WHEREOF, RACM and LICENSEE hereby agree to the terms and conditions herein, and cause this Agreement to be signed and entered into as of the date first written above.

LICENSEE:

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

By: 
Name:
Title:

By: 
Chair


Executive Director-Secretary

1089-2017-1752:257473

EXHIBIT A

RACM Land

Address: 212 S. 36th Street, Milwaukee, Wisconsin

Tax Key No.: 423-0012-000

EXHIBIT B

Insurance Requirements

INSURANCE REQUIREMENTS

A. General Requirements

A certificate of insurance acceptable to RACM evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, RACM has the authority to declare this Contract terminated.

All policies shall state that the RACM shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by RACM for the duration of this Contract.

Insurance companies must be acceptable to RACM and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in sections A and B.

B. The minimum insurance requirements are as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
<ul style="list-style-type: none">• Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.• Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.	

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.

- RACM shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers.
- RACM shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to RACM upon request.

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability	\$5,000,000 per occurrence
	\$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.