

# ZIGS GOLF HAVEN

## LEASE AGREEMENT

### Overview

This agreement is made by Robert Ziegelbauer, whose address is N8540 CTH LS, Sheboygan, WI, 53083. (hereafter, "LESSOR") and the following:

LESSEE:

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Whose address is:

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WHEREAS, LESSOR owns certain real estate in the Town of Mosel, Sheboygan County, Wisconsin, which is located near the Whistling Straits Golf Course, site of the 2020 Ryder Cup.

WHEREAS, LESSOR desires to temporarily use a defined parcel of LESSOR'S real estate in conjunction with the 2020 Ryder Cup.

NOW, THEREFORE, The parties agree to the terms and conditions set forth below.

### 1. Location

1. Premises. LESSOR grants the LESSEE the right to use a portion of the parcel of real estate suitable for LESSEE'S needs, which is located on the LESSOR'S property at N8540 County Road, Sheboygan, Wisconsin, in the Town of Mosel.
2. Access. LESSEE shall have the right to access the Premises by use of the LESSOR'S driveway which serves the LESSOR'S residence and outbuildings. LESSEE'S right to use driveway is not exclusive, and shall not unreasonable interfere with the LESSOR'S or other LESSEE'S use of the same. This template is provided "as is" - please consult your own legal counsel before use.
3. Limitation. LESSEE is not renting and shall have no use of or access to LESSOR'S residence and outbuildings. LESSEE'S use of the Premises shall not unreasonably interfere with the ability of others to use and enjoy adjoining sites to be rented.

### 2. Term

1. LESSEE shall have use of the

Premises from \_\_\_\_\_, 2020

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through \_\_\_\_\_, 2020

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2. Removal. At the end of the Lease term LESSEE shall surrender the Premises to the LESSOR in substantially the same conditions as when LESSEE first occupied the site. Reasonable wear and tear excepted.

### 3. Rent

1. Rental Fee. LESSEE shall pay LESSOR \$ \_\_\_\_\_ for use of the premises.
2. Payment. LESSEE shall pay one - half of the Rental Fee as a non - refundable deposit, payable upon the signing of this agreement. The balance of the Rental Fee shall be paid in full on or before September 2020.

### 4. Lessor's obligations

1. Condition of the Premises. LESSOR shall maintain the Premises in a condition as is currently exists upon the signing of this agreement, and through the end of the Lease Term, so that the Premises is suitable for the pedestrian traffic, placement of temporary structures, parking vehicles, and similar activities as would occur on a campsite used by recreational vehicles.
2. Water. LESSOR shall provide to the Premises water service as would provided to a campsite used by recreational vehicles.
3. Garbage. LESSOR shall provide to the premises garbage removal as would be provided to a campsite used by recreational vehicles.

### 5. Lessee's obligations

1. Zoning. LESSEE shall, at LESSEE'S expense, timely comply with, or secure appropriate variances or exceptions from, all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements including zoning laws concerning the use by LESSEE of the Premises.
2. Permits. LESSEE shall, at LESSEE'S expense, be responsible for obtaining any licenses and/or permits which LESSEE may need in order to conduct its business, sell products, and operate on the Premises.
3. Vehicles and Equipment. LESSEE shall be responsible for any vehicles, equipment, shelters, portable toilets, and other items brought onto the Premises, and shall cause the same to be removed from the Premises immediately upon the end of the Lease Term. LESSEE shall provide security if deemed necessary.

### 6. Insurance and indemnity

1. Indemnity. LESSEE shall indemnify, defend and hold harmless LESSOR from and against any and all claims , actions, proceedings, damages, and liabilities arising from or connected with LESSEE'S use or occupancy of the Premises or from the conduct of LESSEE'S business, or from any activity, work or things done, permitted, or allowed by LESSEE in, on or about the Premises, unless due to LESSOR'S gross negligence or willful misconduct.
2. Personal Property. LESSEE shall be solely responsible for carrying insurance on it's vehicles, equipment , and operations on the Premises. LESSOR shall not be liable for any damage to or loss of property of LESSEE or others located on the Premises. Hazardous Materials. LESSEE agrees that it will not cause, permit, or allow of handling, use, manufacture, storage, or disposal of any flammable, explosive, radioactive, toxic, hazardous, or similar materials on, under, or about the Premises.

**7. Other Terms**

1. Entire agreement: Modification. This document , and exhibits referenced therein, constitute the entire agreement between the parties, and any other prior understanding or representation of and kind proceeding the date of this agreement shall not be binding on either party except to the extent incorporated herein. any modifications of this agreement must be in writing and signed by both parties.
2. Assignments and Subletting. LESSEE shall not assign, transfer, or encumber this lease, or sublease or permit the use by others of any portion of the leased Premises, without prior written consent of LESSOR.
3. Governing law. This agreement and any amendments shall be governed by, Construed, and enforced in accordance with the laws of the State of Wisconsin.
4. Severability. If any provision of this agreement were to be held invalid for any reason, such circumstances would not affect the validity of any other provision, not render the provision in question invalid in any other circumstance.
5. Attorneys Fee. If either party brings an action to enforce the terms of or declare rights under this agreement, the prevailing party in and such action shall be entitled to recover actual attorney's fees, costs, and expenses.
6. No joint venture. Nothing in this agreement shall be constructed to create and joint venture, agency, partnership, or employment relationship between the parties, or to render the parties liable for the debts of obligations of the other.
7. Waiver. No delay or omission by either party to exercise any right or power accruing upon any non - performance by another party under the provisions of this agreement shall impair any such right or power to be construed to be a waiver thereof. A waiver by either party of any provision of this agreement to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, conditions or agreement herein.
8. Binding Effect. This agreement is binding upon the parties and respective heirs, personal representatives, successors and/or assign.
9. Notices. All notices given pursuant to this agreement shall be in writing and delivered or sent by certified mail to the parties' at their addresses shown above.

Effective on \_\_\_\_\_, 2020, but signed on the dates set forth below.

**LESSOR:**  
**ROBERT ZIEGELBAUER**

**LESSEE:**

**By:**  
**Its:**

**Dated:** \_\_\_\_\_, 2020

**Dated:** \_\_\_\_\_, 2020