

**ZIG'S GOLF HAVEN
LICENSE AGREEMENT**

This **LICENSE AGREEMENT** ("Agreement") is made by and between **ZENITH HOSPITALITY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, D/B/A ZIG'S GOLF HAVEN**, having an address of N8540 Lakeshore Road, Sheboygan, Wisconsin 53083, hereinafter referred to as "**LICENSOR**", and the following:

LICENSEE: _____
ADDRESS: _____
PHONE NO. _____
EMAIL: _____

hereinafter referred to as "**LICENSEE**".

RECITALS

WHEREAS, LICENSOR warrants and represents that it has full authority and approval to manage and license the real estate located at N8540 Lakeshore Road in the Town of Mosel, Sheboygan County, Wisconsin, which is a 1.83-acre parcel of land located adjacent to the Whistling Straights Golf Course, site of the 2020 Ryder Cup, hereinafter referred to as the "Premises"; and

WHEREAS, LICENSOR desires to grant to **LICENSEE** and **LICENSEE** desires to accept the license from **LICENSOR** for the non-exclusive use and occupancy of a portion of the Premises in conjunction with the 2020 Ryder Cup; and

WHEREAS, LICENSOR will make the Premises available to **LICENSEE** to park its recreational vehicle or rent a recreational vehicle ("RV") from **LICENSOR** and to occupy a portion of the Premises for camping and associated recreational purposes during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LICENSOR** and **LICENSEE** do hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated herein and made an enforceable part of this Agreement.
2. **LICENSED PREMISES.** **LICENSOR** agrees to license a portion of the Premises to **LICENSEE** subject to the following conditions:

a. **LICENSEE** shall have nonexclusive access to the Premises by use of **LICENSOR'S** driveway, which also serves as access to the residence and outbuildings on the Premises.

b. **LICENSEE** shall not interfere with **LICENSOR** and other licensees' use of the Premises.

c. This Agreement does not include the residence located on the Premises. **LICENSEE** shall have no use of or access to the residence. **LICENSEE** shall not interfere with the enjoyment of the other occupants on the Premises.

3. TERM. The term of this Agreement commences on September 20, 2020 ("Commencement Date"), and terminates on September 28, 2020 ("Termination Date"). **LICENSEE** shall return the Premises to the **LICENSOR** in substantially the same condition that existed prior to **LICENSEE** first occupying the Premises. Normal wear and tear is expected.

4. RENT. Rent for one (1) RV parking stall and campsite on the Premises is \$_____ ("Rental Fee"). **LICENSEE** shall pay a non-refundable deposit equal to one-half (1/2) of the Rental Fee at the time of execution of this Agreement. The non-refundable deposit will be applied to the Rental Fee. The remaining balance of the Rental Fee is to be paid in full on or before September 1, 2020.

5. LICENSEE PROVIDED RV INFORMATION. This Agreement authorizes **LICENSEE** to park the following on the Premises:

- a. Year: _____
- b. RV Type: _____
- c. Make/Model: _____
- d. Color: _____
- e. Length: _____
- f. RV Plate No. _____
- g. Number of Occupants: _____

6. LICENSOR PROVIDED RV INFORMATION. In the alternative, for an additional Rental Fee, **LICENSEE** may use an RV on the Premises supplied by **LICENSOR**. This Agreement authorizes **LICENSEE** to use the following **LICENSOR** provided RV for the additional Rental Fee of \$_____. **LICENSEE** shall pay a non-refundable deposit equal to one-half (1/2) of the additional Rental Fee at the execution of this Agreement. The remaining balance of the Rental Fee is to be paid in full on or before September 1, 2020.

- a. Year: _____
- b. RV Type: _____
- c. Make/Model: _____
- d. Color: _____

- e. Length: _____
- f. RV Plate No. _____
- g. Number of Occupants: _____

7. **PETS.** Pets are welcome on the Premises. **LICENSEE** is solely responsible for his or her pet(s) and maintenance/clean-up of same during **LICENSEE'S** Term of this Agreement.

8. **LICENSOR'S OBLIGATIONS.**

a. **LICENSOR** shall maintain the Premises, as it currently exists upon the execution of this Agreement, suitable for pedestrian traffic, placement of temporary structures, parking vehicles, and the like, as would occur on a campsite used by recreational vehicles as it currently exists upon execution of the Agreement, and through the Termination Date.

b. **LICENSOR** shall provide water services on the Premises from a central well and water reservoirs will be filled as needed.

c. **LICENSOR** shall provide garbage removal on the Premises equivalent to what is provided to a campsite used by recreational vehicles.

d. If **LICENSEE** is assigned a site capable of electrical hookup, **LICENSOR** shall provide electrical hook-ups for 30-amp / 50-amp cords RV service equivalent to what is provided to a campsite used by recreational vehicles. **LICENSOR** has limited electrical hook-up sites.

e. **LICENSOR** shall provide a sewage/waste water dumpsite on the Premises equivalent to what is provided to a campsite used by recreational vehicles.

9. **LICENSEE'S OBLIGATIONS.**

a. **LICENSEE** shall, comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions, and requirements, including zoning requirements of the Town of Mosel, if any, concerning the use of the Premises by **LICENSEE**.

b. **LICENSEE** shall be responsible for the proper use, care, and control, including but not limited to, RVs, vehicles, equipment, shelters, portable toilets, and other items brought onto or supplied by **LICENSOR** on the Premises, and the same shall be immediately removed from the Premises as of the Termination Date of this Agreement.

10. **DAMAGE & THEFT TO PROPERTY.** It is the responsibility of the **LICENSEE** to monitor and control the actions of their guests and invitees. Damage to any part of the Premises caused by **LICENSEE** or their guests and invitees will be the sole responsibility of the **LICENSEE**. If any damage occurs, the **LICENSEE** agrees to pay in full the cost of all repairs necessary. In the event of theft to any of the outbuildings, house or personal property of the **LICENSOR** or the property owner, **LICENSEE** agrees to pay in full the cost to replace all stolen items. The **LICENSEE** agrees to be responsible for any and all damage done to the property by

the **LICENSEE**, their guests/invitees, independent contractors, or any other person under the **LICENSEE'S** control.

LICENSOR does not assume responsibility for damage or loss of any merchandise, gifts, food and beverage, or personal articles brought onto the Premises, or items left unattended or left behind at the conclusion of the Agreement Term. **LICENSEE** will be responsible for any damages done to the Premises during the term of the Agreement.

LICENSEE hereby waives all claims, damages, and demands against **LICENSOR** for any loss, damage, theft, illness or injury of the **LICENSEE**, their guests or invitees and hereby agrees to indemnify and hold **LICENSOR** free and harmless of all liability for any loss, damage, theft, illness, or injury to other persons, and from all costs and expenses arising therefrom, including but not limited to attorney fees and litigation expenses.

11. INSURANCE. **LICENSEE** shall be responsible for carrying insurance on their RV, vehicles, equipment, and personal property on the Premises. **LICENSOR** is not liable for any damage to or loss of **LICENSEE** or their occupants' property.

12. HAZARDOUS MATERIALS. **LICENSEE** hereby agrees that they shall not store or dispose of on the Premises any explosive, flammable, radioactive, poisonous, toxic, or combustible "hazardous materials" or the like on, under or around the Premises.

13. INDEMNIFICATION. **LICENSEE** hereby agrees to indemnify, defend, and hold harmless **LICENSOR** from any and against all claims, causes of action, damages, losses, costs (including attorneys' fees), and liabilities of any nature, which may at any time be assessed or suffered by the **LICENSOR** arising out of this Agreement, breach of this Agreement, or use of the Premises granted herein by the **LICENSOR**, their guests or invitees, unless caused by the intentional or willful acts or omissions of the **LICENSOR**.

14. LICENSOR'S INSURANCE. **LICENSOR** shall procure and maintain at its own cost, commercial general public liability, and property damage insurance with coverage of combined single limited coverage as required by the Conditional Use Permit from the Town of Mosel insuring **LICENSOR** from all claims, demands or actions to or death of any person or persons and for damage to the Premises.

15. REFUNDS. If the Premises is too wet for the RVs and/or **LICENSEE'S** vehicles to safely enter and/or exit without damaging the Premises and/or the RVs or other vehicles during the Term, this Agreement shall be declared null and void, and **LICENSOR** shall immediately refund Rental Fee paid by **LICENSEE**, except the non-refundable Rental Fee shall be retained by **LICENSOR**.

16. OTHER TERMS.

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. This Agreement shall not be modified, amended, or supplemented, except by mutual written agreement executed by the parties hereto.

b. **Severability.** If any provisions, or portions thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected hereby and

each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. **Binding Effect.** This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder.

d. **Assignment and Subletting.** LICENSEE shall not assign, transfer or encumber this Agreement, or sublicense or permit the use by others or any portion of the Premises, without prior written consent of LICENSOR.

e. **Survival.** All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.

f. **Waiver.** No delay or omission by any of the parties hereto, or their respective heirs, personal representatives, successors, and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right to power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their respective heirs, personal representatives, successors, and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

g. **Force Majeure.** The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

h. **Headings.** The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

i. **Notices.** Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served with personally delivery to the other party, via overnight courier, facsimile or upon deposit in the United States mail, postage prepaid and addressed to the address set forth below:

j. **Governing Law; Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.

k. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, agency, partnership, or employment relationship between the parties, or to render the parties liable for the debts or obligations of the other party.

l. **Attorney's Fees.** 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.

m. **Authority.** The persons executing this Agreement warrant and represent that he or she has the legal authority to execute this Agreement on behalf of the parties and to bind the respective party to their terms.

IN WITNESS WHEREOF, the **LICENSOR** and **LICENSEE** execute this Agreement as of the year and date indicated below.

LICENSOR:

ZENITH HOSPITALITY, LLC
d/b/a Zig's Golf Haven

Dated: _____

By: _____
Robert Ziegelbauer, Member

LICENSEE:

Dated: _____

Print Name: _____

This Document Prepared By:

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