

**CITY OF COLUMBUS  
ATHLETIC FIELD USE AND FACILITY AGREEMENT**

This Agreement is by and between the City of Columbus (herein called “City”), and the Columbus Softball Association (CSA) (herein called “Organization”).

**City of Columbus Recreation Mission Statement**

“The City of Columbus seeks to provide recreational activities and facilities that will build strong families and a community quality of life.”

The term of this Agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 and shall conclude on the 31<sup>st</sup> day of December, 2025 (herein called “the Season”). This Agreement shall be automatically renewed for successive Seasons unless terminated by either party upon the giving of 15 days’ advance notice to the other party prior to the expiration of the current term. Notice shall be given to the City Clerk or to the representative of the organization that executed this Agreement on behalf of the Organization.

1. During the term of this Agreement, Organization agrees to: Obtain and maintain 3<sup>rd</sup> party liability insurance with a \$1,000,000 per injury coverage, naming the City as an additional insured or co-insured with the original certification of insurance delivered to the City Clerk or Recreation Director. This information shall be provided by Organization to City Clerk or Recreation Director on or before May 1 each year.
2. Provide to City a copy of the Organization’s Articles of Organization showing the Organization is a Non-Profit Non-Stock Corporation and provide proof that the Organization is in good standing with the Wisconsin Department of Financial Institutions. This information shall be provided by Organization to City Clerk or Recreation Director on or before May 1 each year.
3. Provide to City Recreation Director and Director of Public Works a schedule of field use, practices and game times a minimum of 15 days prior to the start of the upcoming season. All final facility and field scheduling shall be approved by the Recreation Director.
4. On or before May 1 of each year, provide the City Recreation Director with a roster of participants for the Organization’s program for the upcoming season and provide funds to the City in the amount equivalent to \$10 per each resident participant and \$20 for each non-resident participant. For purposes of this Agreement, “resident” is defined as a person living within the jurisdictional limits of the City of Columbus. Failure of Organization to comply with the terms of this paragraph shall result in a late fee of \$1.00 per participant per day being imposed by City.
5. No field access shall be given to Organization until all obligations referenced in paragraphs 1 – 4 above have been satisfied.

6. All requests for general field improvements and maintenance must be reviewed and approved by the Public Works Director prior to the commencement of any work. Any proposals to make substantial changes or alterations to any athletic field or facility are to be forwarded for approval by the Columbus City Council, prior to the commencement of work.
7. The Organization shall comply with all applicable federal and state laws and regulations related to the organization's activities and use of the City's facilities.

During the term of this Agreement, City agrees to:

1. Supply the needed supplies to the Organization necessary to assist the Organization with its activities. The supplies include providing chalk for the diamonds.
2. Regularly provide basic maintenance of the fields/facility to support a safe and enjoyable environment for the upcoming season.
3. Drag and line diamonds 1 and 2 for games only.
4. The City shall provide a locked and secure storage area at each field facility.
5. The City shall place practice, game and tournament schedules on the Recreation Department website.

The parties may agree to additional terms and conditions of this Agreement by executing a separate amendment from time to time.

We, the undersigned, as representatives of the City of Columbus and the Organization agree to the terms listed above.

\_\_\_\_\_  
Joseph Hammer, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Susan L. Caine, City Clerk

Date: \_\_\_\_\_

Authorized Representative of Organization

\_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

## **ADDENDUM**

- A. CSA and Columbus Baseball Organization will have a shared calendar that supports diamond preference for both organizations at both locations (Kiwanis and Meister) when any open field is available after the completion of the standard scheduling for rec teams; options of any field will be available to either organization to use. This calendar will be run by leaders of each organization and visible to coaches, city departments and organization leaders. The standard schedule will be set at an agreed upon time frame by calendar leaders and communicated to the coaches as necessary.
- B. The CSA is authorized to create a travel team. Each member of the travel team must be a participant and on a roster of an already established CSA team in order to participate on the travel team.
- C. The travel team established by the CSA shall obtain and maintain third-party liability insurance with a \$1 million per injury coverage naming the City as an additional insured or co-insured with the original certification of insurance delivered to the City Clerk. This policy may be separate or in addition to the policy required by the CSA to maintain pursuant to paragraph 1 of this Agreement.
- D. Each member of the CSA travel team will pay an additional fee of \$10.00 (if a resident) or \$20.00 (if a non-resident) for being on the CSA travel team roster. This fee is in addition to the fee required by paragraph 4 of this Agreement. For purposes of this Agreement “resident” is defined as a person living within the jurisdictional limits of the City of Columbus.