

## LENDING LOCKER AGREEMENT

This Agreement is made this \_\_ Day of \_\_\_\_\_, 2023

by THE CITY OF DODGEVILLE (“City”), and  
GIRL SCOUT TROOP 7218 (“Troop 7218”).

### RECITALS

- A. Troop 7218 desires to donate a lending locker containing sports equipment, including tennis rackets, tennis balls, and horseshoes (“Lending Locker”) to the City to be placed within property owned by the City, located in Iowa County tax parcel no.: 216-0079, also known as Centennial Park.
- B. The parcel listed above shall be referred to as the “Park.” A map of the Park depicting the approximate location of the Lending Locker is attached as Exhibit A.
- C. At their meeting on \_\_\_\_\_, 2023<sup>[EH1]</sup>, the City accepted Troop 7218’s donation of the Lending Locker and granted Troop 7218 permission to place the Lending Locker within the City Park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### I. PURPOSE

Subject to the conditions listed in this Agreement, the City grants to Troop 7218 permission to place, maintain, and repair the Lending Locker within the Park, as shown on Exhibit A.

### II. OBLIGATIONS OF TROOP 7218

- A. Costs. Troop 7218 shall be responsible for all costs and expenses related to the placement, maintenance, and repair of the Lending Locker, including the sports equipment contained within the Lending Locker.
- B. Maintenance and Repair. Troop 7218 shall at all times keep and maintain, or cause to be kept and maintained, the Lending Locker and the sports equipment contained within the Lending Locker in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste.
- C. Removal. Troop 7218 shall promptly remove the Lending Locker and/or any of the sports equipment contained in the Lending Locker from the Park within forty-eight (48) hours of written notice from the Mayor or Director of Public Works. Notwithstanding the forgoing,

the City may remove the Lending Locker or any sports equipment contained within the Lending Locker that in the sole discretion of the City pose a safety concern.

### III. TERMINATION

City or Troop 7218 may immediately terminate this Agreement for any reason upon written notice to the other party. Upon termination of this agreement for any reason, Troop 7218 shall at their sole cost and expense, remove the Lending Locker, and the sports equipment contained within the Lending Locker, and restore the Park to the satisfaction of the Director of Public Works or his/her designee.

### IV. MISCELLANEOUS PROVISIONS

- A. Assignment. Troop 7218 may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Relationship of Parties. The City is not partners or joint venturers with Troop 7218. Under no circumstances shall the City be liable for any of the obligations of Troop 7218 under this Agreement or otherwise. There are no third-party beneficiaries of this Agreement.
- C. Authority. Each Party represents and warrants to the other that the individual(s) signing below on behalf of such Party has the right, power, and authority to execute this Agreement.
- D. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- E. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- F. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Iowa County, Wisconsin, all other venues being inappropriate for any such proceeding.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representative of Troop 7218 and City as of the day and year first written above.

**GIRL SCOUT TROOP 7218:**

ROBIN ENGEL  
By: Robin Engel, Girl Scout Troop 7218 Co-leader  
[Name, Title]<sup>[EH2]</sup> Lara Pawelski Troop 7218 Co-leader  
Lara Pawelski

**CITY OF DODGEVILLE**

By: \_\_\_\_\_  
Todd Novak, Mayor

Attest: \_\_\_\_\_  
Lauree Aulik, City Clerk

EXHIBIT A [EH3]

