



CITY OF DODGEVILLE
100 E. Fountain St.
Dodgeville, WI 53533
<https://dodgevillewi.gov>

GYMNASTICS AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the City of Dodgeville, a Wisconsin municipal corporation (“DRD”), and TNT Gymnastics LLC (“TNT”):

RECITALS

WHEREAS, DRD desires to offer a gymnastics program through its Rec Department to the public (“Program”), and

WHEREAS, initially DRD desires for the Program to take place on January 5, 12, 19, and 26, 2025 (“Trial Period”), and

WHEREAS, DRD has arranged with the Dodgeville School District (“District”) to utilize the Dodgeville Highschool Gym, located at 912 W. Chapel Street, for the Program (“Facility”), and

WHEREAS, DRD desires to contract with a gymnastics coach to run the Program (“Coach”), and

WHEREAS, TNT desires to be the Coach for the Program, and

WHEREAS, DRD desires for its Rec Director to oversee the Program, and

WHEREAS, if DRD is satisfied with TNTs performance during the Trial Period, DRD desires to enter into a separate agreement with TNT to continue offering the Program throughout the year, and

NOW THEREFORE, in consideration of the above recitals and the mutual agreements contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

AGREEMENT

1. DRD’S OBLIGATIONS.

A. DRD shall schedule TNT’s use of the Facility for operation of the Program

utilizing the District's scheduling software.

- B. DRD shall advertise the Program on DRD's social media, website and registration system email blast through RecDesk.
 - C. DRD staff shall arrange for and provide access to the Facility for TNT.
 - D. DRD shall prepare and provide rules and regulations for TNT's use of the Facility.
 - E. DRD shall inform the District of any issues with the facility or gymnastics equipment that TNT notifies DRD about or that DRD discovers.
2. PAYMENTS. TNT shall pay the DRD by January 12, 2025, five dollars (\$5.00) for each participant in the Program during the Trial Period.
 3. TERM/TERMINATION. The term of this Agreement shall commence on **January 1, 2025**, and shall terminate after the final day of the Trial Period (January 26, 2025). Notwithstanding the forgoing, Section 7 (INDEMNITY) shall survive termination.
 4. PROPERTY CONDITION. DRD makes no representations or warranties as to the condition of the Facility or its adequacy for TNT's intended use. TNT agrees to take the Facility as is and acknowledges that it shall be TNT's responsibility and obligation to assure that the Facility is in safe condition to be used for the purpose anticipated. TNT acknowledges that it shall be obligated to regularly inspect the Facility, to promptly take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons, and to promptly notify DRD of any safety concerns or maintenance issues.
 5. DRD AND DISTRICT ACCESS. DRD and District officials, employees, or agents shall be permitted to enter the Facility at any time during TNT's use of the Facility as contemplated by this Agreement (hereinafter the "Authorized Periods") for any reasonable purpose.
 6. TNT RESPONSIBILITIES.
 - A. TNT is solely responsible for ensuring the equipment provided by the District for the Program is safe for its intended purpose and shall take reasonable care to avoid damage to it. TNT shall notify DRD of any unsafe and improper equipment.

- B. TNT agrees that the DRD and the District shall have no liability for injury to persons during TNT's activities or damage to, or theft of, any personal property located therein.
 - C. TNT shall provide, at its sole expense, an adult on-site supervisor during the Authorized Periods, who shall be responsible for supervision of all individuals participating in the activities conducted pursuant to this Agreement. TNT shall be solely responsible for taking all reasonable actions to ensure the TNT supervisors, coaches and adult participants are properly trained and vetted to ensure they do not pose a danger or threat to the youth participants.
 - D. TNT shall comply with, and ensure all of its participants comply with, all the rules and regulations which shall be instituted by the DRD from time to time.
 - E. TNT shall be responsible for any damage caused to the Facility or equipment by the activities of TNT or due to TNT's failure to notify DRD about any unsafe or improper equipment. TNT shall repair all damage to the Facility or equipment caused by its employees, agents and participants.
 - F. TNT shall keep the Facility clean and orderly at all times, and not conduct any activity which would reasonably disturb others using the Facility or premises where the Facility is located.
7. INDEMNITY. To the fullest extent allowable by law, TNT shall indemnify and hold harmless DRD and the District, and their elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the activities contemplated by this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of TNT or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on DRD. TNT's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or wilful misconduct of DRD, or its elected and appointed officials, officers,

employees or authorized representatives or volunteers. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of DRD or its insurer to rely upon the limitations, defences, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05.

8. INSURANCE. TNT shall, provide to DRD a Certificate of Insurance showing evidence of liability coverage with overall limits of \$1,000,000 and property damage coverage limits of \$300,000, to be in effect during the term of this Agreement and covering TNT's use of the Facility. In addition, TNT agrees to name DRD and the District as additional insureds under its policy for the activities contemplated by this Agreement. Proof of insurance must be submitted prior to January 5, 2025. TNT understands DRD may share the proof of insurance with the District.

9. MISCELLANEOUS PROVISIONS.

A. NON-DISCRIMINATION. TNT shall not discriminate in the performance of TNT's obligations under this Agreement based on color, race, religion, national origin, sex, physical or cognitive disability in accordance with federal, state, and local laws, regulations, or ordinances.

B. ENTIRE AGREEMENT. This Agreement is the full and complete agreement between the parties and supersedes all other agreement previously made between the parties concerning the subject matter of this Agreement. There are no understandings or agreements between the parties other than those incorporating in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all parties to this Agreement.

C. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood TNT may not assign any rights or obligations under this Agreement without the prior written consent of DRD.

D. SEVERABILITY. If any provision of this Agreement is deemed invalid or inoperative for any reason, this Agreement shall be construed with the invalid or inoperative provision deleted and the remaining rights and obligations shall be enforced accordingly.

- E. NOTICE. Notice shall be deemed delivered if by mail as of the date of the postmark, and if by email as of the date the email is sent. Notice shall be sent via certified mail or email to the following:

If to DRD:

City of Dodgeville
c/o Megan James, Rec Director
100 E Fountain Street
Dodgeville, WI 53533
rec@dodgevillewi.gov

If to TNT:

TNT Gymnastics LLC
c/o Danielle Mueller
S12839 E Laudon Rd
Lone Rock, WI 53556
tntgymwi@gmail.com

- F. NEUTRAL CONSTRUCTION. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.
- G. CHOICE OF LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement shall be brought in the Iowa County Circuit Court.
- H. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

CITY OF DODGEVILLE

By: _____
Barry Hottmann, Mayor

Date

Attest: _____
Lauree Aulick, Clerk-Treasurer

Date

TNT GYMNASTICS LLC.

By: _____
[Danielle Mueller, Manager]

Date