

**CITY OF DODGEVILLE
HARRIS PARK – LEY MEMORIAL PAVILION**

THE FOLLOWING ARE ADDITIONAL TERMS OF THE PERMIT GRANTED BY THE CITY OF DODGEVILLE, hereinafter referred to as the City, TO THE ICE WOLVES YOUTH HOCKEY ASSOCIATION, hereinafter referred to as the IWYHA or the Association, FOR THE TERM SEPTEMBER 21, 2024, THROUGH APRIL 14, 2025.

- 1.0 Except during periods of *public skating*, the *Ice Wolves Youth Hockey Association* shall have *exclusive use* of the Ley Memorial Pavilion during the period designated on the permit. The term "exclusive use" means the IWYHA shall have priority use of the facility for the sole purpose of providing a skating and ice hockey facility for its membership.
- 1.1 Pavilion shall be made available for public skating aka “open skate” as follows:
 - a) Not less than two (2) times per week for at least two (2) hours each time. (see exception in Section 1.3)
 - b) Public skating events shall be under the control or operation of the City.
 - c) The IWYHA agrees to provide volunteer supervision for such public skating. During public skating, the supervisors shall be deemed to be acting as volunteers for the City.
 - d) In the event of inclement weather, open public skating can be cancelled at the discretion of the IWYHA. IWYHA shall announce cancellations via the IWYHA Facebook page and website as soon as the decision to cancel is made. IWYHA shall notify the City as soon as practicable of the cancellation, so the City may provide notice via the City’s website. Cancelled open public skating events will not be rescheduled.
 - e) No unauthorized or unsupervised public skating shall be allowed without the knowledge and consent of the IWYHA.
 - f) The IWHYA shall post open skate schedules at the Ley Memorial Pavilion, the IWHYA website, and IWHYA Facebook page. The IWHYA shall provide open skate schedules to the City for posting on the City website.
- 1.2 During the hours of usage by the IWYHA, the facility shall be supervised by an authorized agent of the IWYHA, with restroom facilities open and the sale of concessions at the option of the Association.
- 1.3 The IWYHA shall be allowed to host multi-team tournaments under the jurisdiction of USA Hockey. The City recognizes the positive economic impact of such tournaments and therefore allows that the IWHYA may need to make exceptions to the public skate terms outlined in Section 1.1 of this contract during tournament weekends.
- 1.4 The IWYHA shall be allowed to rent ice time to other USA Hockey-registered teams, with proceeds of such rented ice time going solely to the Association. Rented ice times are independent of games and tournaments hosted by the Association and will not encroach upon the minimum number of open public skating events. Other teams renting ice, or the

Association itself, will provide a certificate of insurance or other evidence of insurance reasonably satisfactory to the City and a copy shall be provided to the City in advance of such rented ice time.

- 1.5 No other activities shall be scheduled at Ley Memorial Pavilion during the dates of exclusive use as outlined in Section 1.0 without joint approval of the Park & Recreation Committee and the IWYHA, and must be submitted for approval at least 1 week prior to use.
- 2.0 The City of Dodgeville Parks and Recreation Committee will provide heat, fuel and electricity. The IWYHA will pay 75% of the total costs of all heat and single-phase electricity.
- 2.1 The IWYHA shall pay for all water and sewer used at Ley Memorial Pavilion as well as all 3-phase electricity used during the term of the permit.
- 3.0 The IWYHA shall be responsible for general cleanup and housekeeping of Ley Memorial Pavilion, including picking up trash in the parking lot as needed, during the term of the permit. The City will provide, and pay for the cost of trash dumpsters outside the pavilion for use of trash disposal by the Association. All indoor cleaning supplies and paper products will be supplied /purchased by the IWYHA.
- 3.2 The City shall be responsible for snow removal on regularly scheduled employee work days between the hours of 7:00 a.m. and 3:30 p.m. The Association shall be responsible for snow removal at all other times.
- 3.3 The parties shall meet within 60 days following the end of the term of this contract to determine whether modifications are needed to provide for any unanticipated major costs to the City. Such major unanticipated costs include, but are not limited to, utility and maintenance cost increases. In the event the parties cannot agree on such modifications, any issue not resolved within 60 days following the end of the term of the contract shall be submitted to the American Arbitration Association with the costs of such arbitration being share equally by the parties.
- 4.0 Key Cards to the pavilion will be assigned as follows:
 - a) One (1) for each team Head Coach.
 - b) One (1) for an assistant coach or team manager of each team.
 - c) One (1) each for Rink Managers.
 - d) One (1) each for Concession Managers.
 - e) One (1) each for Equipment Managers.
 - f) One (1) for President.
- 4.1 Key Cards are the responsibility of their assignee and must be returned to the City at the end of the Association's term. Admittance to the Ley Pavilion may also be obtained from

such members of the Parks and Recreation Committee as the committee members shall designate.

5.0 In consideration of the usage referred to above, the IWYHA agrees to:

- a. Maintain the building in as close to original condition, as is practical and possible, except that designated equipment may be left with the approval of the Parks & Recreation Committee. Pre and post walk through is mandatory. A city official and the IWYHA President will be present at this meeting.
- b. Provide a safe environment always when the Association is supervising games, practices, and activities related to the conduct of the sport of Ice Hockey. In addition, when acting as volunteer supervisors for the City, supervisors and the Association shall ensure that the ice and pavilion are safe for the intended purpose of open skating.
- c. Provide adequate supervision for all Association games, practices, and other Association sanctioned events.
- d. Provide to the City a Certificate of Insurance showing evidence of liability coverage with overall limits of \$1,000,000 and property damage coverall limits of \$300,000, to be in effect during the term of this contract and covering the use of Harris Park – Ley Memorial Pavilion facilities by the Association. In addition, the Association agrees to name the City as an additional insured under its policy, as respects for games, practices, and other Association sanctioned events. Proof of insurance must be provided by October 1 of each year and a \$1,000.00 deposit is due by September 30 of each year to secure the use of the pavilion.
- e. Netting will be installed by the Association before skating begins. The netting and installation is to be approved by Park Supervisor.
- f. Maintain the Premises in a neat and clean condition as outlined in Section 3.0.
- g. Report promptly to the City Clerk's Office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements, and/or maintenance costs before incurring expense for such work or materials.
- h. Maintain and repair equipment owned by the Association and maintain any equipment of the City's which may require repair, including damaged ceiling tiles, because of use by the IWYHA.
- i. Immediately remove storage trailers to lower parking lot following rink setup. If not removed by November 1, 2024, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. Immediately remove storage trailers offsite following rink teardown. If not removed by April 14, 2025, the Association will be charged a fee of \$20 per day thereafter until the trailers have been moved. The Association shall be responsible for the cost of any repairs to the upper parking lot necessitated by failure to comply with this provision.
- j. The IWYHA shall pay a fee of \$3,000.00 per season. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities. This fee shall be paid prior to signing the contract for the upcoming season.

6.0 Per this agreement, the IWYHA shall take exclusive use of Ley Pavilion no later than September 21, 2024, and shall have such exclusive use through April 14, 2025,

notwithstanding any inclement weather conditions which could adversely affect the removal of the ice. By April 14, 2025, equipment, concessions, garage, kitchen, locker rooms, and Zamboni will be removed/cleaned for park employee usage.

- 7.0 The IWYHA shall defend and hold the City, its officers, employees and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the IWYHA, its officers, agents or employees.

The City shall defend and hold the IWYHA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

The City assumes no responsibility and shall not be liable for any loss of or damage to the equipment of the IWYHA, its rents and those other teams or organizations participating in Association sponsored events while such equipment or property is in Ley Memorial Pavilion; and the Association assumes the risk of all such loss or damages.

Ice Wolves key contacts are as follows:

Kyle Levetzow, President	608-574-2303 (c) icewolvesprez@gmail.com
Ryan Currie, VP	608-330-0022 (c) icewolvesvp@gmail.com
Tricia Ley, Secretary	608-553-0622 (c) icewolvessecretary@gmail.com
Chris Rusch, Rink Manager	608-341-7621 (c) cruschter@hotmail.com

[Signature Pages to Follow]

ICE WOLVES YOUTH HOCKEY ASSOCIATION:

KYLE LEVETZOW, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named Kyle Levetzow, President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print or Type Name: _____
Notary Public, State of _____
My Commission: _____

CITY OF DODGEVILLE:

BARRY HOTTMANN, Mayor

LAUREE AULIK, Clerk-Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the named, Barry Hottmann, Mayor, and Lauree Aulik, Clerk-Treasurer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print or Type Name: _____
Notary Public, State of _____
My Commission: _____