

AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the Dodgeville Diamond Club, a non-profit organization (the “Club”), agree as follows:

1. The City grants the Club use of the facilities described below for the following term, commencing **CONTRACT BEGIN DATE** and expiring **CONTRACT END DATE**, during games and practices (the “Events”). For purposes of this agreement, “Events” shall include the prep time preceding and clean up time following games and practices.
2. During the term of this contract and the Events specified above, the Club shall have the use of the restrooms and use of the park facilities.
3. The Club shall be responsible for picking up all trash and debris and depositing it in trash receptacles during the term of the contract and during Events.
4. The Club shall pay an annual fee for the use of these facilities. The Club shall pay \$1000 for use of fields and facilities for practices and tournaments (including concession stand use and storage use for tournaments), plus \$20 per player. Fees shall be collected and paid to City by **CONTRACT BEGIN DATE**.
5. The two authorized representatives of the Club are:
 - a. **REPRESENTATIVE 1 PHONE NUMBER EMAIL**
 - b. **REPRESENTATIVE 2 PHONE NUMBER EMAIL**

Any written notices or other documents concerning this agreement shall be served on the Team by mailing or personal delivery to at least one of the above named persons; and on the City by mailing or personal delivery to 100 E. Fountain St., Dodgeville, WI 53533.

6. In consideration of the usage referred to above, the Club agrees to:
 - a. Maintain all facilities in as close to original condition as is practical and possible.
 - b. Provide a safe environment at all times when the Club is supervising the games, practices and activities related to the conduct of the sport of baseball.
 - c. Provide adequate supervision for all Events.
 - d. Provide the City of Dodgeville by **CONTRACT BEGIN DATE**, a Certificate of Insurance showing evidence of liability coverage with overall limits of \$500,000 and property damage coverage with limits of \$25,000 to be in effect during the term of this agreement and covering the use of City Park facilities by the Club. In addition, the Club agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of

baseball.

- e. Return the facility to its original condition except that designated equipment may be left with the approval of the Department Foreman.
- f. Maintain the infields.
- g. Report promptly to the Director of Public Works office any building damage, malfunction of equipment or items needing repair. Obtain City approval in writing for repairs, improvements, materials and/or maintenance cost before incurring expense for such work or materials.
- h. 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 shared equally by the parties.
- i. The sale of alcoholic beverages will be in compliance with state law and City ordinances. Unlicensed sale of alcoholic beverages is prohibited.
- j. During the Events the concession stand at the appropriate park facility will be run by Diamond Club Baseball/Softball. At other times, the City may allow other entities or groups to run the Concession Stand. The City is not responsible for any damage or loss of Club property left within the Concession Stand.
- k. All baseball equipment must be taken off the fields at the end of Events and put in a safe and secure location, as designated by the Parks and Recreation Departments.
- l. Dates of use, including an accurate game schedule, must be provided to the Recreation Director at least 10 days prior to the first practice. Field facilities shall be reserved on a first-come-first-serve basis with the City. The schedule for any make-up games must be reported as soon as practicable.
- m. The City, represented by David Mortimer or Megan James, reserve the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.
- n. KEEP THE STORAGE SHED AND CONCESSION STAND NEAT, ORDERLY AND FREE OF GARBAGE. **If the areas are not completely cleaned up, time and material for City clean-up will be billed to the organization.**

7. In consideration of the usage referred to above, the City agrees:
- a. The City of Dodgeville's GATOR will be made available to representatives listed in Section 5 during the dates specified as required above for infield purposes only. No other person or persons including children and/or relatives may be on the GATOR at any time. The GATOR is not to be driven on city streets unless the following is needed: Gas, Maintenance, of or preparation of other city owned ball fields. An equipment use agreement must be completed to obtain keys to the GATOR.
 - b. The City of Dodgeville's Parks Department will be responsible for maintaining the outfield grass during their regular work schedule.
8. The Team shall defend and hold the City of Dodgeville, 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 by or result from the negligent or intentional acts or omissions of the Association, its officers, agents or employees.

DODGEVILLE DIAMOND CLUB

CITY OF DODGEVILLE

Club Representative

BARRY HOTTMANN, Mayor

Assistant Club Representative

EMILY WOLFE, Clerk-Treasurer

Date

Date