

AGREEMENT FOR USE OF PARK FACILITIES

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

1. The City grants the Team 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 team shall have the use of the restrooms and use of the Reilly Field facilities.
3. The Team 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 Team shall pay an annual fee for the use of these facilities. The Team shall pay \$1000 for use of Centennial Park facilities (including concession stand and storage facility), plus \$20 per player. Fees shall be collected and paid to City by **CONTRACT BEGIN DATE**.
5. The two authorized representatives of the Team are:

Pat Reilly	PHONE NUMBER	EMAIL
Ryan Reilly	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 Team 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 Team 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 Centennial Park facilities by the Team. In addition, the Team 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 Parks Department Foreman.
- f. Maintain the Reilly Field infield.
- 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 Centennial Park (“Concession Stand”) will be run by the Home Talent Team. At other times, the City may allow other entities or groups using Reilly Field to run the Concession Stand. The City is not responsible for any damage or loss of Team 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 Park and Recreation Departments.
- l. Dates of use, including an accurate game schedule, must be provided to the Public Works Director, Parks Dept. Foreman and Rec Director prior to the first seasonal game or by June 1, whichever occurs first. After June 1, the Reilly 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. Notwithstanding the foregoing, the Diamond Club shall have exclusive use of the Reilly Field facilities on **DATE** and **DATE** for its tournaments.
- 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. Maintain the Centennial Park restrooms during Events that occur outside of the Parks Department's regular work schedule.
 - o. KEEP THE STORAGE SHED AND CONCESSION STAND NEAT, ORDERLY AND FREE OF GARBAGE. **If the areas are not completely cleaned up by CONTRACT END DATE, 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 HOME TALENT
TEAM

CITY OF DODGEVILLE

Team Representative

BARRY HOTTMANN, Mayor

Assistant Team Representative

EMILY WOLFE, Clerk-Treasurer

Date

Date