

## AGREEMENT FOR USE OF PARK FACILITIES

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

1. The City grants the Association use of the facilities described below for the following term, commencing the spring season on **CONTRACT BEGIN DATE** through **CONTRACT END DATE** and the fall season on **CONTRACT BEGIN DATE** through **CONTRACT END DATE**.
2. During the term specified above, the Iowa County Soccer Association shall have the use of the restrooms in the pavilion, and use of all Harris Park soccer facilities. All use of the Pavilion meeting room and arena will require prior approval from the Recreation Director. The Association must work with Recreation Director to collaborate field time with other programming (i.e. flag football).
3. During the hours of usage by the Association, the facility shall be supervised by the Association, with the toilet facilities open and the sale of concessions at the option of the Association.
4. The City of Dodgeville Parks and Recreation Commission will provide heat and electricity. The Iowa County Soccer Association shall be responsible for picking up all trash and debris at the soccer fields and depositing it in trash receptacles during the term of the permit.
5. The Iowa County Soccer Association shall pay a fee of \$3,000.00 per season, plus \$20 per player.
6. The City reserves the right to use the soccer fields for other activities during the lease upon a 10-day notice given to the Iowa County Youth Soccer Association.
7. The following representatives of the Iowa County Soccer Association will act as the contacts for the City.

|                             |              |                            |
|-----------------------------|--------------|----------------------------|
| Greg Wilson, President      | 608-574-5762 | gregory3562@gmail.com      |
| Danielle Kratcha, Secretary | 608-341-7237 | iowacountysoccer@gmail.com |

Any written notices or other documents concerning this agreement shall be served on the Association 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.

8. Use of the scoreboard by the Association shall be permitted subject to its being returned in good condition; and the association shall assume the full risk of theft, loss or damage to the scoreboard and shall be responsible for the cost of any and all repairs. The scoreboard may be checked out from the Recreation Director.
9. In consideration of the usage referred to above, the Iowa County Soccer Association 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 Association is supervising the games,

practices and activities related to the conduct of the sport of soccer.

- c. Provide adequate supervision for all Association games and practices and during Association events.
  - d. Provide the City of Dodgeville, 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 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 the games, practices and activities related to the sport of soccer.
  - e. Return the facility to its original condition except that designated equipment may be left with the approval of the Parks Department.
  - f. Maintain the premises in a neat and clean condition.
  - 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 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 Recreation Director and Park Foreman shall be given a schedule of all practice/game times and locations at least 10 days prior to the start date.
  - j. All soccer goals shall be moved around during practices to prevent excessive field wear that normally occurs at the goal locations. All goals must be taken off the fields at the end of practices or games and put in a safe and secure location, as designated by the Parks Department.
  - k. The City reserves the right to refuse the use of the fields if poor weather conditions make damage to the fields probable. Association representatives must communicate with Parks Foreman and/or Recreation Director on field conditions in questionable weather.
10. The Iowa County Soccer Association 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 Iowa County Soccer Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the Iowa County Soccer Association, 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 City of Dodgeville, its officers, agents or employees.

IOWA COUNTY SOCCER ASSOCIATION

CITY OF DODGEVILLE

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President

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BARRY N. HOTTMANN, Mayor

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EMILY WOLFE, Clerk-Treasurer