

## AGREEMENT FOR USE OF PARK FACILITIES

The City of Dodgeville, a municipal corporation of Iowa County, Wisconsin (“the City”) and the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> Grade Football Program, 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 August 10, 2024 and expiring October 15, 2024.
2. During the term specified above, the Association shall have the use of the restrooms, the west athletic field, and the Elliot St practice field.
3. The Association shall be responsible for picking up all trash and debris and depositing it in trash receptacles during the term of the permit.
4. The Association shall pay an annual fee for the use of these facilities. Fees collected and paid to City by September 15, 2024. The amount of the fee shall be computed as follows: \$10.00 per year for each football player residing in the City, \$15.00 per year for each football player residing outside the City but within the Dodgeville School District and \$30.00 per year for each football player residing outside of Dodgeville School District. Fees collected will be designated to Park Outlay for maintenance and upgrading Park facilities.
5. Three representatives of the Association are:
  1. David Mortimer, 608-341-7501, [bigdogmortimer@gmail.com](mailto:bigdogmortimer@gmail.com)
  2. Rex Uren, 608-574-7499, [rexuren@gmail.com](mailto:rexuren@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.

6. In consideration of the usage referred to above, the 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 football.
  - C. Provide adequate supervision for all practices and during Association events.
  - D. Provide the City of Dodgeville by August 10, 2024, 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 facilities by the Program. In addition, the Program agrees to name the City as an additional insured, under its policy, as respects the games, practices and activities related to the sport of football.

- E. Return the facility to its original condition except that designated equipment may be left with the approval of the Parks and Recreation Commission
- F. Maintain the premises in a neat and clean condition.
- G. Report promptly to the Director of Public Works 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. All football equipment 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 Park and Recreation Commission.
- I. The Recreation Director, Park Foreman and Director of Public Works shall be given a schedule of all practice/game times and locations prior to the term of this agreement.
- J. The City, represented by Greg Lee, David Mortimer or the Rec Director reserve the right to refuse the use of the fields if poor weather conditions make damage to the fields probable.

7. The 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 Association, its officers, agents or employees.

The City of Dodgeville shall defend and hold the 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.

3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, & 6<sup>th</sup> GRADE FOOTBALL  
PROGRAM

CITY OF DODGEVILLE

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
BARRY HOTTMANN, Mayor

\_\_\_\_\_  
Assistant Program Director

\_\_\_\_\_  
LAUREE AULIK, Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date