

FARMERS FIELD SOCCER FIELD MAINTENANCE AND USAGE AGREEMENT

The purpose of this document (hereinafter this “Agreement”) is to outline the basic agreement between the Village of Harrison (“Village”) and River Surge FC, Inc. (“Club”) regarding the care, upkeep and scheduling of soccer located at the soccer field located at Farmers Field Park (hereinafter the “Soccer Field”) for the intended purpose of better serving the Harrison community. The Village and Club may be referred to herein as a “Party” or collectively as a “Party.” Upon taking effect, this agreement supersedes any and all other agreements between the Parties.

SECTION 1 Term of Agreement

The initial “Term” of this agreement shall be for one year commencing on January 1, 2026, and terminating on December 1, 2026. The Parties shall meet annually during any term on or about November 1 to discuss whether to renew this Agreement for subsequent one-year terms and whether any terms need to be added or changed. If no Party objects to a renewal on the same terms on or before November 15 of each contract year, this Agreement shall be automatically renewed for subsequent one-year term. However, any automatic renewal under this Agreement is contingent upon annual ratification by the Village Board, which the Village Board may consider in its absolute discretion. The Village Board shall use its best efforts to agendize ratification of any automatic renewal at its first meeting in December. per

SECTION 2 Usage Fee and other Requirements

For the use of the Field permitted under this Agreement, the Club covenants and agrees to pay a Usage Fee to the Village per the amount stated below, per year for each year of this Agreement provided the conditions below are met:

- a. The Club will incur the costs for aeration, materials for “spot” improvements, lining of the field, and other misc. costs that improve the fields.
- b. The Club will submit documentation to the Village manager of maintenance or repairs completed by October 15th. If at least \$2,000 in aerating, spot improvement and lining the field is not completed in a given year as documented by receipts for services, the Club shall pay a usage fee of \$4,000.

- c. The Club must maintain and provide proof of insurance as required in this Agreement.

SECTION 3
Use of Premises

The Village will continue to be the owner of all land, buildings and appurtenances located at Farmers Field which include the Soccer Fields.

- a. The lands and facilities provided hereunder will continue to be under the ownership of the Village and will be made available to the Club for purposes of the Club's practices and games related to soccer.
- b. Scheduling will be handled through a scheduling system maintained by Village staff.
- c. Club's usage of the Soccer Field will be exclusive during scheduled games and practices, in that Club may exclude third parties from using or occupying said Soccer Field and the immediate proximity around said Soccer Field during scheduled games. Other entities may be granted exclusive use of the Soccer Field at other times. At times when no party has been granted exclusive use of the Soccer Field, Club may use the Soccer Field on a non-exclusive basis.
- d. Club's usage of other facilities located in and around Farmer's Field Park shall be non-exclusive.

SECTION 4
Assignment

The Club shall not assign this Agreement, or any part thereof, without the prior written consent of the Village.

SECTION 5
Obligations of the Village

- a. The Village will mow the soccer fields during regular park mowing schedule. Prior to the opening the new shelter/restrooms, the Village will provide one regular and one ADA portable toilet. The Village will provide concession stand and bathrooms in the new pavilion being constructed beginning in 2026.
 - a. If the bathrooms are unable to always be open, the Parties will work together and use their best reasonable efforts to make sure bathrooms are accessible during soccer events. This may be by providing keys, or keypad access, etc.
 - b. The Village will be responsible for stocking the bathrooms with the necessary amenities for operation during normal business hours.

- b. The Village, at its expense, shall provide trash receptacles and shall dispose of the trash in said receptacles after clean-up by the Club as occurred.
- c. The Village, at its expense, shall pay provide the watering of the fields and cover any water costs from the public utility.

SECTION 6
Obligations of the Club

- a. The Club shall be responsible for paying the Usage Fee or covering the costs of repair/maintenance of the fields as documented by receipt for services as specified in Section 2 above. In addition, the Club shall be responsible for timely compliance with other obligations set forth herein, including but not limited to insurance requirements.
- b. The Club shall provide all goals, equipment and materials for the preparation required (beyond mowing) to make the field suitable, usable, and rule-compliant for the Club's athletic events. The goals should be stored at the edges of the fields when not in use.
- c. The Club will line the Baseball Field in the fall of 2026 and in each season thereafter for the duration of the Term, the size of 25 yards wide x 40 yards long with 10-yard lines (no yard hash marks) so football can practice by the baseball backstop. Exact location is to be confirmed by Village staff.

Without prior written approval from the Village, the Club shall not construct, erect, install, place or affix any improvement, sign, or advertisement on or in the proximity of the Soccer Field or Farmers Field Park; however, the Club may temporarily "stake" moveable (not permanent) signs in the ground in Farmers Field Park advertising River Surge FC, a sponsor, and or to provide field directions for Club activities, as long as the signage is not in the Right-of-Way.

- d. The Club will be responsible for field maintenance. The Club may may request that the Village restrict usage of the field(s) if the turf is destroyed from too much practice, which the Village may do in its absolute discretion. The Club may need to work with Village staff to water the fields to keep them playable throughout different seasons.

- e. The Club shall use reasonable efforts to ensure that any trash or solid waste generated by Club members or guests attending events at Farmers Field Park is placed in trash receptacles following each and every Club use.
- f. The Club shall provide a POD to store equipment year-round. The location of the pod at the park should be reviewed with the Department of Public Works yearly to determine the best location. Costs associated with providing the POD shall be the Club's expense.

SECTION 7 **Scheduling**

Annually by April 18, the Club will provide the Village a proposed schedule for the specific game dates and fields requested for the spring season. Usage dates for the fall will be proposed by the Club on or before September 1 for the fall schedule. The spring schedule begins on or after April 18 and ends on or before July 30. The fall schedule begins on or before August 15 and ends on or before November 1. Each schedule shall be as compact as possible to allow other community usage. Said proposals shall be reviewed by and are subject to approval by Village staff.

Days and Times and Seasons of Use

The Club shall have access to the Soccer Field three days per week during the scheduled spring/fall time periods. The days shall include Monday, Tuesday, and Wednesday. Normal hours of use shall be from Noon to 9PM. Thursdays are reserved for other community group usage. Should the Club want to use the Soccer Field on Saturdays and Sundays for academy play date's (to address parking concerns), the Club shall pay for the use of the pavilion/shelter at rates reflected in the Village's fee schedule, as amended from time to time. Payment of the pavilion rental fee for Saturday and Sunday use shall be required regardless of whether the Club intends to use said pavilion.

No field usage will occur on Friday's as they will serve as maintenance days to treat the fields.

Use of Pavilion/Shelter

Should the Club want to utilize the concession stand/pavilion on weekdays, the Club shall reserve dates using the same procedures applicable to the general public and the

Club must pay the pavilion general public rental fee at rates reflected in the Village's fee schedule, as amended from time to time.

SECTION 8
Club Designee and Notices

Each year by March 1, the Club will provide a name, address, email address and phone number for the designated contact person (hereinafter the "Club Designee"). The Club Designee shall reply to any correspondence from the Village as soon as possible and, in any event, within 24 hours. The Club Designee should also be responsible for managing the Club's improvements to the fields. Delivery of any notice to the Club that may be required or desired by the Village under this Agreement, shall be deemed delivered to the Club if provided in writing to the Club Designee to any of the above addresses. The Village may also provide notice to the Club through personal service made upon the Club's registered agent on file with the Department of Financial Institutions from time to time. Delivery of any notice from the Club to the Village shall be personally delivered to the Village Clerk unless otherwise agreed by both Parties.

SECTION 9
Insurance

During the initial Term and any subsequent renewal Term, the Club will procure and maintain liability insurance in the following amounts for the protection and benefit of the Club and Village. All policies shall be underwritten by insurers licensed to do business in the State of Wisconsin, subject to the Village's review and approval; however, the Village may not unreasonably refuse said approval. Any such policy shall contain a provision preventing said insurer from canceling or otherwise allowing said policy to lapse without first providing the Village with at least fifteen (15) days' advance notice. The Village shall be named an additional insured on each policy. Each such policy shall contain minimum limits of \$1 million per occurrence and \$2 million in aggregate. Club shall provide an updated certificate of insurance annually and otherwise upon demand.

Section 10
Indemnification and Hold Harmless Agreement

The Club shall indemnify and hold the Village, including but not limited to its officials, employees and agents, harmless from and against any loss, damage or expense or any

legal liability of any kind (including reasonable attorney, expert and all other defense-related fees or costs), which the Indemnified Parties may or would otherwise suffer, that are incurred or sustained, or for which said indemnified parties may otherwise become liable, growing out of or in any way relating to any injury to persons or property caused by any of the Club's activities at the Soccer Field, or which are in any way related to this Agreement. In addition, the Club shall be responsible for any damage beyond ordinary wear and tear caused to Village-owned facilities by the Club, its members, its invitees, and its guests.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the dates set forth below.

VILLAGE OF HARRISON

RIVER SURGE FC, INC

Scott Handschke

By (print):_____

Village President

Its:_____

Meghan Winkler
Clerk/HR Manager

Date

Date