



THE CITY OF
WATERTOWN

Watertown Parks, Recreation, and Forestry Department

514 S. First Street / Watertown, WI 53094

920-262-8080 office / 920-262-8087 fax

2026 General Facility Use Contract

Organization Name	Watertown Thunder
Contact Name	Jamey HiseL
Contact Phone #	920-988-0103
Contact Email	HiseL.Flooding@gmail.com
Event Dates	July 31 - Aug 2
Event Location	Brandt

This contract applies to all renters of diamond/field/court/complex facilities in the city of Watertown; and whereas the organization name listed above will be hereinafter referred to as “the renter” or “renters,” and the Watertown Parks, Recreation, and Forestry Department referred to as “the department.”

SERVICES

The department will provide a clean and maintained facility including restrooms and refuse containers. Ball diamonds, courts, and fields must be prepared and marked by the department’s staff on weekdays (games and tournaments only). The renter will be responsible for their own preparation on all other weekend days & holidays, if applicable. The department will provide initial trash can liners, soap, paper towels, and toilet paper.

SCHEDULING

Programs and events sponsored by the department will have priority when scheduling. Other tournaments and events may be scheduled using this contract starting September 1 for the following year according to the following criteria:

1. Parks and Recreation programs and events.
2. Watertown Unified School district programs and events.
3. Previous renters in good standing will have an opportunity to schedule on the same dates they used the previous year.
4. New renters deemed to be appropriate for the use of these facilities by the department’s administration.

Hours of Use: Park hours are 5 am to 11 pm. Ball games should not be scheduled prior to 8 AM and should end by 10 PM.

Contracts and reservations dates for previous renters must be submitted by November 1, 2025. Dates will be open to new renters on November 1. All contracts and schedules are due by January 1, 2026 for facility use in the following season. Specific facility use details (times, dimensions, equipment, etc.) are **due 30 days prior to the reservation**. All other reservations will be subject to availability on a first-come, first-served basis. Rain dates may not be prescheduled.

CANCELLATIONS

The department should be notified of any and all reservation cancellations, unrelated to weather, at least 14 days prior to the reservation. Rescheduling and scheduling new reservations will be completed by the department when notified by the Renter and is subject to availability. Any cancellations by the renter within 14 days of a reservation, including due to weather, and more than 10 cancellations over 14 days in advance of a reservation will be billed according to the Fee Schedule

FEES

Fees are determined by the department Fee Schedule and are subject to change at any time. Fees associated with the reservation (including, but not limited to, field rental, concession stand rental, and supplies) must be paid within 30 days after the reservation. Failure to do so will result in forfeiture of the next year's reservation.

Additional supplies and equipment the department agrees to provide will be charged to the renter. Also, any additional cost of cleanup required by the department due to the operation of the renter's events will be billed to the renter in accordance with the Fee Schedule. Any additional fees must be paid within **30 days** after reservation.

Condition of Facility Use:

A Condition of Facility Use Agreement may be signed by the renter indicating donations to the department in which regular rental fees are waived. Agreements are to be approved by the Park, Recreation, and Forestry Director and Commission before facility use contracts will be accepted for the following year.

ACCESS/MAINTENANCE

1. Keys - The department will provide the keys necessary to access any areas needed for the operation of the event(s). The renter should make arrangements to pick up keys at least two days in advance of the event(s). All keys must be returned to the office or placed in the drop box located at the front of the main entry doors at 514 S. First St. by the next business day.
2. Litter/Grounds – The renter is responsible for keeping the diamonds/fields/courts/complex litter free and should do a complete litter pick up at the end of each day's games.
3. Bagged Garbage – All refuse should be bagged in bags provided by the department. Bags should be left in a designated spot at each location for pick up by department staff. At Brandt-Quirk, bags should be placed in the Department truck.
4. Restrooms – The department will provide clean restrooms at the start of each day. The department will also provide initial trash can liners, soap, paper towels, and toilet paper which the renter will replace and restock on an as-needed basis, at additional cost. The cleanup of unexpected messes during the course of the day should be cleaned by the renter.
Restrooms at certain locations may have capacity limits for usage. If your game/tournament/event is expected to or does exceed the capacity limit, portable toilet rentals will be required at the renter's expense. (e.g. if all diamonds/fields are in use at one time, at least two portable toilets will be required.)
5. Driving/Parking - The renter may charge for specific tournament or event parking only at Brandt-Quirk Park, provided the general public is able to access the lot and park for free (with clear signage) and the soccer complex parking is also available for public parking.

INDEMNIFICATION

Neither the Commission, the City of Watertown, or the Director of the Park and Recreation Department, nor his/her agents shall be liable, and Renter waives all claims for damages to persons or property sustained by the Renter or any occupant of the premises resulting from an accident occurring in or about the Premises resulting from the disrepair of any part of the Premises or resulting from an act or negligence of any tenant occupant, or any other person, including the Commission's agent.

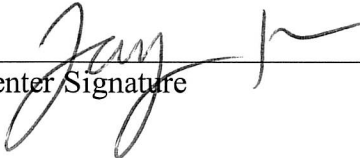
In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Renter shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the municipality, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Renter shall also name as additional insured on its general liability insurance the City, its officers, agents, employees, and any independent contractors hired by the City. The Renter shall provide evidence of the same upon request by the City.

INSURANCE

The Renter shall provide a certificate of insurance written by a company licensed in the State of Wisconsin, approved by the City Attorney and covering any and all liability or obligations which may result from the operations by the Renter its employees, agents, contractors or subcontractors, and including workers' compensation coverage in accordance with Ch. 102, Wis. Stats. The City shall be listed as an additional insured. The certificate shall provide that the insurance provider will furnish the City with a ten-day prior written notice of cancellation, nonrenewal or material change. The insurance shall be written in comprehensive form and shall protect the applicant and City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the applicant, its employees, agents, contractors and subcontractors. The policy of insurance shall provide minimum combined single limits for bodily injury and property damage of at least \$1,000,000 per person/aggregate.

AGREEMENT

I, as the renter, have read the preceding information and agree to abide by the policies and procedures as set forth by the department.



Renter Signature

5-5-20

Date

Approved by agent of the department.

Signature

Date

OFFICE USE

Contract

~~Banner Permit~~

~~Concession Permit~~

Condition of Facility Use

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Watertown Parks, Recreation, and Forestry Department

514 S. First Street / Watertown, WI 53094

920-262-8080 office / 920-262-8087 fax

2026 Condition of Facility Use Agreement

Organization Name	Watertown Thunder
Contact Name	Jamey Hisel
Contact Phone #	920-988-0103
Contact Email	Hisel.Floory@gmail.com

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CONDITION OF FACILITY USE

A Condition of Facility Use Agreement may be signed by the renter indicating donations to the department wherein regular rental fees are waived. Agreements are to be approved by the Park, Recreation, and Forestry Director and Commission before facility use contracts will be accepted for the following year.

Donation funds and their uses must be agreed upon within this agreement by both the department and renter, and may or may not be equal to the actual sum of the regular rental fees which would be waived.

Additional supplies and equipment the department agrees to provide during facility use, including during practices, games, and tournaments, will be charged to the renter. Also, any additional cost of cleanup required by the department due to the operation of the renter’s events will be billed to the renter in accordance with the Fee Schedule.

POTENTIAL FACILITY UPGRADES

All donation funds will be utilized for diamond/field/court/complex maintenance and upgrades. The list below includes upgrades noted by the department and current renters which may be purchased using donation funds.

1. BQ/Washington – restroom restoration
2. BQ/Washington - irrigation
3. BQ/Washington/Riverside - lighting
4. BQ/Washington – concession stand renovation
5. BQ/Washington – playground renovation
6. BQ/Washington – diamond restoration
7. BQ/Washington – batting cages
8. BQ – fences
9. BQ – restroom at field 0
10. BQ – drainage between diamonds

UPGRADE SUGGESTION & DONATION AMOUNT

Upgrade Suggestion: _____

(Please attach any supporting documentation, quotes, etc.)

Donation Amount: will be calculated end of season

INDEMNIFICATION

Neither the Commission, the City of Watertown, or the Director of the Park and Recreation Department, nor his/her agents shall be liable, and Renter waives all claims for damages to persons or property sustained by the Renter or any occupant of the premises resulting from an accident occurring in or about the Premises resulting from the disrepair of any part of the Premises or resulting from an act or negligence of any tenant occupant, or any other person, including the Commission's agent.

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Renter shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering, and other expenses relating to the defense of any claim asserted or imposed upon the municipality, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Renter shall also name as additional insureds on its general liability insurance the City, its officers, agents, employees, and any independent contractors hired by the City. The Renter shall provide evidence of the same upon request by the City.

AGREEMENT

I, as the renter, have read the preceding information and agree to abide by the policies and procedures as set forth by the department.



Renter Signature

5-5-26

Date

Approved by agent of the department.

Signature

Date