

**THREE-YEAR FACILITY USE AGREEMENT
BETWEEN
THE CITY OF WHITEWATER
AND
WHITEWATER YOUTH SOCCER CLUB**

This Agreement is made and entered into this ___ day of _____, 2025, by and between the City of Whitewater, hereinafter referred to as "City," and the Whitewater Youth Soccer Club, hereinafter referred to as "Organization." The City and Organization shall collectively be referred to as "Parties."

WHEREAS, the City owns and operates recreational facilities for the benefit of the community; and

WHEREAS, the Organization provides a recreational soccer program for the community that the City does not or cannot otherwise provide; and

WHEREAS, the Parties desire to establish the terms and conditions for the Organization's use of City facilities at no charge in accordance with Group 2 Facility Use Policies, as outlined in the City of Whitewater Facility Rental and Reservation Policy; and

WHEREAS, the City of Whitewater Parks and Recreation Department will discontinue its Start Smart Soccer program to avoid competing with the Organization's recreational soccer program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Term of Agreement

This Agreement shall commence on _____, 2025, and shall remain in effect for a period of three (3) years, terminating on _____, 2028, unless earlier terminated in accordance with the provisions herein.

2. Recreation Program Requirement

The Organization agrees to provide a recreational level soccer program in addition to any club-level programs it may offer. The recreational program shall:

- Promote and develop interest in the sport of soccer.
- Be instructional, recreational, or competitive in nature.
- Be open to the entire community without restriction on participation.
- Include a description of how the Organization meets these criteria.

3. Non-Discrimination in Participation

All participants shall be provided an opportunity to participate in the Organization's recreational soccer program. No participant shall be denied access based on race, gender, ability, or any other discriminatory factor.

4. Facility Use Schedule

The Organization is authorized to use the City’s recreational facility, Moraine View Park, located at 1201 Innovation Dr, Whitewater, WI 53190, as follows:

- General dates of use: April 15 – June 31, September 21 – October 15.
- A schedule of facility use, including field availability, planned events, and general usage plans, shall be provided by the Organization.

5. Contact Information

The Organization shall provide the following contact information for responsible persons within the Organization:

- Name: _____
- Phone: _____
- Email: _____
- Mailing Address: _____

6. Fee Schedule

The Organization shall provide a fee schedule detailing participant costs and any financial assistance or sliding scale fees available for low-income participants.

7. Responsibilities of the City

- The City shall be responsible for the overall maintenance of the facility, including mowing, trash removal, and general upkeep.

8. Responsibilities of the Organization

- The Organization shall provide all necessary maintenance required to operate its programs, including but not limited to:
 - Line painting
 - Chalking
 - Nets
 - Specialized equipment
- If the Organization requires the City to provide any of the above items or labor, the Organization shall reimburse the City fully.
- Any improvements to the facility must be approved by the Park and Recreation Board prior to commencement of work.

9. Financial Accessibility for Low-Income Participants

The Organization shall establish a reduced fee structure or scholarship program to allow participation regardless of economic status.

10. Insurance Requirement

The Organization shall provide proof of liability insurance in the amount of \$500,000, naming the City of Whitewater as an additional insured. Proof of insurance shall be submitted annually before the commencement of program activities.

11. Independent Operation

The Organization shall be formed, financed, developed, governed, and administered wholly by the Organization and shall not be considered an agent or employee of the City.

12. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party. In the event of a breach of any provision, the City may terminate this Agreement immediately.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF WHITEWATER

By: _____
Title: _____
Date: _____

WHITEWATER YOUTH SOCCER CLUB

By: _____
Title: _____
Date: _____