

USE AGREEMENT
BETWEEN
MILWAUKEE COUNTY,
ALAN KULWICKI PARK MEMORIAL COMMITTEE,
GREENFIELD LIONS CLUB
AND
GREENFIELD LITTLE LEAGUE

THIS AGREEMENT made and entered into this 6th day of January, 1999, by and between MILWAUKEE COUNTY as authorized by Milwaukee County Board Resolution, File No. 95-701; acting through its DEPARTMENT OF PARKS, RECREATION AND CULTURE (hereinafter referred to as County), the GREENFIELD LITTLE LEAGUE (hereinafter referred to as League), the GREENFIELD LIONS CLUB (hereinafter referred to as Club) and the ALAN KULWICKI PARK MEMORIAL COMMITTEE, (hereinafter referred to as Committee).

Permission is hereby granted by the County to the League and the Club for the use of Alan Kulwicki Park, described on Exhibit A attached herein and made a part of the Agreement, for conducting its Little League Baseball activities and the use of the Brooks Pavilion by the Club and the League for other approved events. Such permission is granted on a yearly basis. The Agreement shall automatically be renewed yearly on the 1st day of January unless either party notifies in writing by certified mail at least 30 days prior to the renewal date that the agreement will not be renewed. If the terms and conditions is requested to be changed and agreement is not reached by the date of renewal, the agreement will become a month to month agreement until such time as new terms are reached. Such privilege is subject to the following terms and conditions.

1. **PUBLIC ACCESS.** The League and the Club understands that Alan Kulwicki Park is a public park and is to remain open and accessible to the public. The needs of the League and the Club shall be accommodated first, then the baseball diamonds shall be made available for scheduled public use.
2. **LEAGUE IMPROVEMENTS.** The Club is working in cooperation with the Committee. The Committee is a non-profit group made up of race fans business owners and interested citizens, existing for the sole purpose of raising money to develop Alan Kulwicki Park as a home for the League, a neighborhood park and a memorial to the late Alan Kulwicki.

The Committee will work as partners with the League and the Club to develop the park as outlined in the master plan designed by the Milwaukee County Department of Parks, Recreation and Culture.

Permanent improvements when completed shall become the property of the County with the exception of any public address equipment which shall remain the property of the League. The League and the Club in partnership with the Committee shall make no additions, improvements or alterations to Alan Kulwicki Park without the prior written approval of the County. If approval is granted, the League the Club and the Committee shall submit for the County's review and approval, all plans and specifications of any proposed additions, improvements or alterations prior to the commencement of the work. The League, the Club and the Committee shall be permitted to use privately donated contractors to make any approved additions, improvements or alterations.

3. **LEAGUE USAGE.** The League shall use the baseball diamonds at Alan Kulwicki Park for the scheduling and playing of its baseball games including practice sessions and other approved uses. The League shall have primary use of the baseball diamonds for the months of April through August for the years covered by this Agreement. When the Little League baseball diamonds are not in use, the gates to the baseball diamonds will remain locked to avoid abuse and vandalism. The County reserves the right to schedule activities on the baseball diamonds when the League is not using them. The County will notify the Club of any scheduling done by the Public Services.
4. **SIGNAGE AND RECOGNITION OF SPONSORS.** The League, the Club and Committee shall be permitted to place signs identifying League sponsors and park memorial donors in addition to naming various park amenities on their behalf (i.e. ball field score boards, pavilion, etc.). The League and the Club shall also be permitted to place a sign in the area of the baseball diamonds which will inform the public that the baseball complex is the home of the Greenfield Little League and the Greenfield Lions Club. All signage must be approved by the Parks Director before being installed.
5. **FEES.** The League shall pay to the County the appropriate yearly field use permit fees. The Club shall keep all fees relative to the rental of the pavilion. The Club is responsible for all set up, take down, and clean up associated with any use of the pavilion. The Club is responsible for all bookings and collections regarding the use of the rental area.
6. **MAINTENANCE.** The County shall provide routine maintenance and be responsible for all major maintenance needed on the baseball diamonds, structures and buildings constructed by the Committee and accepted by the County. When the County is aware of any maintenance or repairs, which are needed, or is informed of such problems, the repairs or maintenance shall be performed in a reasonable time period. The County will perform routine building maintenance to the restroom facilities of the constructed pavilion. In addition, the Club will be responsible for all interior maintenance (other than restroom facilities as provided in Section 6) of the constructed pavilion. This included: the installation and monitoring fees of a fire/burglar alarm system; chairs; tables; etc. needed to

host meeting and events; and any other maintenance items, service and supplies needed to insure the cleanliness of the facility.

Utilities including water, sewer, electricity and natural gas will be divided between the Club and the County. The Club will pay 90% of all utilities and the County 10%. The Club will be responsible for all interior phone service located outside the pavilion. The Club shall pay all utility charges to the respective service provider in full. The Club will then submit copies of the bills, on a quarterly basis to the County to receive the 10% reimbursement fee. The Club may discuss with the League a division of the utilities for the months the League uses the facility. Such agreement is separate and in no way is the responsibility of Milwaukee County.

7. **CONCESSIONS**. The League and the Club shall be permitted to sell concessions within Alan Kulwicky Park, during League games, Club events, or other scheduled events. The League shall at its own expense secure any licenses or permits required for concession sales. After the first five (5) years of League operation of a concession stand, the County shall receive fifteen percent (15%) of gross concession revenue generated by the League. Gross revenue shall be defined as total revenue minus any applicable sales tax.
8. **INDEMNITY**. The League agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its agents, officers, and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of the League, or its agents, which may arise out of or are connected with the activities covered by this Agreement.

The Club agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its agents, officers, and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent act or omission of the League, or their agents, which may arise out of or are connected with the activities covered by this Agreement.

9. **INSURANCE**. The League and Club agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including employers liability and insurance covering general liability and automobile coverage in the following minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
United States Longshoreman and Harbor Workers Compensation Act Coverage	If required by law
 Commercial General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal Contractual & Products/ Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
 Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All autos owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interest may appear, shall be named as additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, and be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non standard or restrictive additional insured endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by County for the duration of this agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this agreement.

10. **ASSIGNMENT.** The League and the Club shall not assign this Agreement, or any part thereof, at any time during the terms of this Agreement.
11. **TERMINATION.** This Agreement may be terminated by the affirmative vote of a majority of the Milwaukee County Board of Supervisors and action by the County Executive after a hearing at which the League and the Club shall be permitted to appear and present evidence as to why this Agreement should not be so terminated. This Agreement

shall be deemed terminated ninety (90) days from said Board action, subject to review and action by the County Executive.

The League and the Club may terminate this agreement by ninety (90) days written notice served upon the County by certified mail.

12. **EQUAL OPPORTUNITY.** The League and the Club hereby agrees that no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in association with the League and Club activities.
13. **NOTICES.** Any notices required under this Agreement shall be deemed sufficiently given, or served, if sent by certified mail to the respective addresses set forth below:

If to the County: Director of the Department of Parks, Recreation and Culture
9480 Watertown Plank Road
Wauwatosa, WI 53226

If to the League: President
Greenfield Little League
P. O. Box 28824
Greenfield, WI 53220-8824

If to the Committee: Alan Kulwicki Park Memorial Committee
P. O. Box 20834
Greenfield, WI 53220-0834

If to the Greenfield Lions Club:
Bruce Gregory
Greenfield Lions Club
P. O. Box 28815
Greenfield, WI 53220

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

In Presence of:

MILWAUKEE COUNTY

Gregory Young

Susan L. Baldwin
Susan L. Baldwin, Director
Parks, Recreation and Culture

GREENFIELD LITTLE LEAGUE

John Bintliff
John Bintliff

ALAN KULWICKI PARK MEMORIAL, INC.

Bob Trinastic
Bob Trinastic, President

GREENFIELD LIONS CLUB

Bruce Gregory
Bruce Gregory

Approved as to form by Corporation Counsel

Reviewed by County's Risk Manager

REOT 1-6-99

John R. Platt 1-22-99

1/5/99ls