

COPY

USE AGREEMENT

BETWEEN

MILWAUKEE COUNTY,

AND

ALAN KULWICKI PARK MEMORIAL COMMITTEE,

AND

GREATER GREENFIELD LIONS CLUB

THIS AGREEMENT made and entered into this 11th day of FEBRUARY, 2005, by and between MILWAUKEE COUNTY acting through the Department of Parks and Public Infrastructure's Park Division (hereinafter referred to as County), the GREATERGREENFIELD LIONS CLUB (hereinafter referred to as Club) and the ALAN KULWICKI PARK MEMORIAL COMMITTEE, (hereinafter referred to as Committee).

The County hereby grants permission to the Club for the use of Alan Kulwicki Park and the use of the Brooks Pavilion for other approved events. The County grants such permission on a yearly basis for an initial period of five (5) years with an option for two additional five (5) year periods. The Agreement shall automatically be renewed yearly on the 1st day of January unless either party notifies in writing by certified mail by the 30th day of December.

1. **PUBLIC ACCESS.** The Club understands that Alan Kulwicki Park is a public park and is to remain open and accessible to the public.
2. **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 Club to develop the park as outlined in the master plan designed by Milwaukee County.

Permanent improvements when completed shall become the property of the County. 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 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 Club and the Committee shall be permitted to use privately donated contractors to make any approved additions, improvements or alterations.

3. **FOR BALL FIELDS.** The County will notify the Club of any scheduling done by the Public Services Office of the Parks Division.
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 Greater Greenfield Lions Club. All signage must be approved by the Parks Director before being installed.
5. **FEES.** The Little 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 pavilion rental area. The Club is permitted to use the pavilion and park at no fee on three (3) different occasions in order to raise funds for the Alan Kulwicki Park, provided that the Club has properly notified the County and no conflicts occur with the request. The revenue raised for Park, minus any administrative fee charged by the CLUB, which will not exceed \$50 on a rental of \$150 or more with no fee charged on a rental of less than \$150, will be reported to the County and the Committee on a quarterly basis. The County shall approve all projects that use these funds.
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 includes: 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. In addition to the Club shall maintain the restrooms from November thru March, the winter months.

Utilities including water, sewer, electricity and natural gas will be divided between the Club and the County. The Club will pay 100% of all utilities. 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 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 Club shall be permitted to sell concessions within Alan Kulwicki Park, during Club events, or other scheduled events. The Club shall at its own expense secure any licenses or permits required for concession sales.
8. **INDEMNITY.** 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 Club, or their agents, which may arise out of or are connected with the activities covered by this Agreement.
9. **INSURANCE.** The 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 All autos owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident 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 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 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 Club may terminate this agreement by ninety (90) days written notice served upon the County by certified mail.

12. **EQUAL OPPORTUNITY**. 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 Club activities.
13. **RECORDS AND AUDIT**. The Club shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and, as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Agreement. Any sub-lease by the Club shall be subject the sub Lessee and/or associates to the same audit terms and conditions as the Club. The Club (or any sub Lessee) shall maintain and make available to the County aforementioned audit information for no less than three years after the conclusion of each lease term.
14. **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 Committee:

Alan Kulwicki Park Memorial Committee
C/o Bob Trinastic
5431 West Allerton Avenue
Greenfield, WI 53220

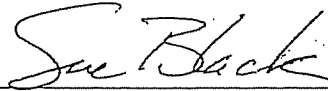

If to the Club

Greater Greenfield Lions Club:
Bruce Gregory
P. O. Box 270065
Milwaukee, WI 53227

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

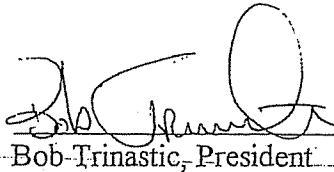
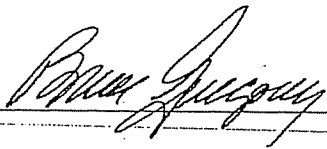
In Presence of:

MILWAUKEE COUNTY

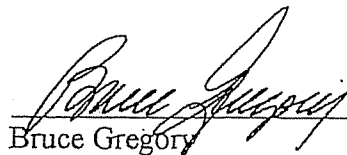
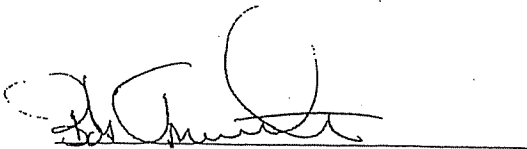


Sue Black, Director
Milwaukee County Park System

ALAN KULWICKI PARK MEMORIAL, INC.

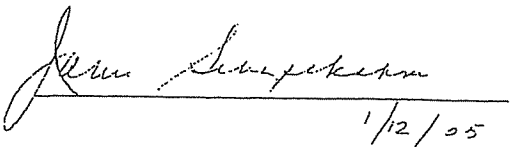
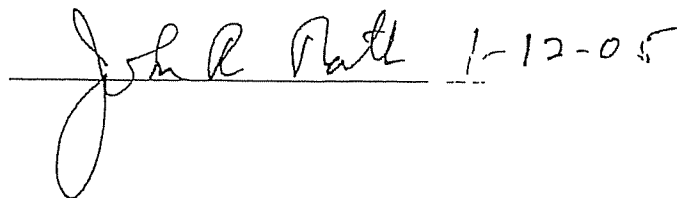

Bob Trinastic, President

GREATER GREENFIELD LIONS CLUB


Bruce Gregory

Approved as to form by Corporation Counsel

Reviewed by County's Risk Manager


1/12/05
1-12-05

1/11/05 kk