

## APPENDIX B

### Facility Use Agreement



#### FACILITY USE AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Eau Claire, Wisconsin, ("City") and \_\_\_\_\_ (User) as follows:

**WHEREAS**, City owns the \_\_\_\_\_ (the facility), which is managed by the City of Eau Claire Parks, Recreation and Forestry, located at 915 Menomonie Street, Eau Claire, WI 54703; and

**WHEREAS**, User desires to use of the facility,

**NOW, THEREFORE, BE IT MUTUALLY AGREED** as follows:

**1) USE OF PREMISES:** The City does hereby agree to allow User the non-exclusive use of the facility, upon the following terms and conditions:

**2.) TERM:** Terms of agreement shall be for hourly, game, or daily terms. The City of Eau Claire allows varying uses of the facility as attached (attached schedule may include fees).

**3) USE FEES:**

Fees are payable in advance of use, unless other payment arrangements have been approved by Parks, Recreation and Forestry according to the adopted fees and licenses schedule.

Fees will be applied to final invoices for no show or cancellations without proper notice, this includes last minute cancellations not caused by weather.

**4) CONCESSION STAND USE:** Concession stands at the following locations are managed by exclusive operators. Revenues from operations are not shared with other user groups. Carson Baseball Stadium, Carson Football Stadium, Carson Softball Fields, Fairfax Park, Hobbs Ice Arena, Jeffers Park, Mt Simon Park, and Soccer Park.

**5) EXCLUSIVE POURING RIGHTS AGREEMENTS:** User must honor any product exclusive rights contracts that CITY enters into.

**6) POLICIES AND SCHEDULING PRIORITIES:** User agrees to follow all policies and procedures for maintaining and operating the facility.

**7) ADDITIONAL RULES:** The following are additional specific terms applicable to User. Costs for other special setups will be charged back to User. Banners or signage may be displayed on the day of the event and must be removed immediately after the event.

User must follow Blood borne pathogens waste procedures.

The User and its members shall provide any and all supervision necessary of its activities at the facility. This includes playing surface, player areas (benches, locker rooms), spectator areas (bleachers, plaza, lobby, fan deck, mezzanine, etc), and game personnel (press box, officials locker rooms).

The User shall be responsible for any and all damage to the facility caused by its participants and guests, and shall pay for all repair or replacement costs.

**Lightning Policy**

Criteria for suspension and resumption of an event, athletic contest, swimming at Fairfax Pool or any other activity being hosted by Eau Claire Parks, Recreation and Forestry:

When thunder is heard, or lightning is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play, activity, or event and take shelter immediately. This includes players, fans, patrons and City employees.

~~Thirty-minute rule.~~ Once play, activity, or event has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming play, activity or event.

Any subsequent thunder or lightning after the beginning of the 30-minute ~~count~~, reset the clock and another 30 minute count should begin.

These are the same criteria as recommended by the Wisconsin Interscholastic Athletic association

**8) INSURANCE:** User shall take out and maintain during the term of this agreement, general liability insurance to protect against claims for damages from bodily injury, including accidental death, as well as from claims for property damage which may arise from operations of this lease. The amount of the insurance policy shall be at minimum, one million dollars (\$1,000,000) per individual and two million dollars (\$2,000,000) per occurrence with the City named as an Additional Insured of said policy AND Certificate Holder. User shall file a certificate of insurance naming the City of Eau Claire as an additional insured in conformance with these terms and shall maintain a current certificate of insurance on file with the City throughout the term of this Agreement.

The City requires certificates of insurance on file at least a month prior to your first scheduled date. Organizations that do not comply will have dates removed from the schedule and will not be permitted to use City facilities until a certificate of insurance is provided. Those requiring a certificate of insurance will be contacted prior to the season in January or July. There will be a charge for the duplication of removing and adding schedules.

**9) SCHEDULING CONFLICT RESOLUTION**

If the facility rental schedule must be changed due to an unforeseen scheduling conflict, the Parks and Recreation scheduler will contact both parties affected by the conflict to attempt to resolve the scheduling problem collectively. If the parties affected cannot resolve the problem collectively, the City reserves the right to unilaterally change the facility rental schedule.

**10) ASSIGNMENT AND SUBLEASING:** User shall not assign or sublease all or any part of the premises.

**11) DEFAULT:** The failure or refusal of User to observe each and every term and condition in the Agreement shall be deemed a breach and present use of the facility shall be terminated, future use of the facility may be denied, and User shall be responsible for all damages caused to the City by such breach.

**12) INDEMNITY, HOLD HARMLESS:** The User agrees, to hold harmless, indemnify and defend, the City of Eau Claire, its employees, agents and representatives from any and all claims, demands, suits, losses, costs, expenses (including attorney fees), or any other type of damages, that result from the User's use and Occupancy Carson Baseball Stadium.

The City and its agents or employees shall not be responsible for any property damage or loss suffered by the User, its members, visitors, or guests from whatever cause prior to, during or subsequent to the term of this agreement which occurs in the locker rooms or any other area property is stored, kept or held by the User, its members, visitors, or guests, and the User does promise to hold fully harmless and indemnify the City from any claims made or actions brought which arise out of such damage or injury, including the reasonable cost of attorney fees.

**IN WITNESS WHEREOF**, the User, by their duly appointed and authorized representative, agrees to all the terms stated herein at Eau Claire, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**USER / ORGANIZATION**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**AND ACCEPTED BY**, including acknowledgement of receipt of User's certificate of insurance;

**CITY OF EAU CLAIRE**

\_\_\_\_\_  
DATE: \_\_\_\_\_

**Dawn Comte, Recreation Manager**  
City of Eau Claire Parks, Recreation, and Forestry  
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Eau Claire WI 54703  
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