

**AMENDED USE AGREEMENT BETWEEN THE
CITY OF LA CROSSE AND
LA CROSSE YOUTH SOCCER PARENTS ASSOCIATION, INC (CRUSA), FOR THE
USE OF THE SOCCER FIELDS LOCATED AT 2500 HAUSER STREET,
LA CROSSE, WI 54603**

Revised 10/10/2013

This Agreement ("Agreement") is made and entered into by and between the City of La Crosse, a Wisconsin municipal corporation ("City"), and the La Crosse Youth Soccer Parents Association, Inc. (CRUSA), a Wisconsin corporation, to be effective November 1, 2013.

WHEREAS, the City is the owner of lands located at 2500 Hauser Street, La Crosse, WI 54603, which have been leased since April 1, 2007 to the La Crosse Youth Soccer Parents Association, Inc. for the sum of One Dollar and 00/100 Dollars (\$1.00) per year;

WHEREAS, the existing Lease Agreement will expire on November 1, 2013;

WHEREAS, in February of 2013, the City did authorize the Board of Public Works to negotiate a new use agreement for the fields;

WHEREAS, CRUSA, as the successor to the La Crosse Youth Soccer Parents Association, Inc desires to continue to operate a soccer program in La Crosse, Wisconsin, and for that purpose desires to use the City's property at 2500 Hauser Street; and

WHEREAS, the Board of Public Works, after the review of this matter and due consideration of the use of the fields, recognize the needs of the residents of the City of La Crosse for recreational fields, the needs of CRUSA, the needs of the high schools and the best methods to insure that the residents of the City have full use of the City's property;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, **IT IS AGREED** that CRUSA will be given a five-year use agreement for the property at 2500 Hauser Street ("Premises") under the following terms and conditions:

1. Rent and Premises.

a. The cost for this use agreement shall be One and 00/100 Dollar (\$1.00) per year paid upon the signing of this agreement and then by November 1st each year, thereafter.

b. The "Premises" which are subject to the Agreement are described on Appendix "A," attached hereto and consist of approximately 50.0 acres of land.

2. Term and Termination. This Agreement, unless earlier terminated shall be for the time period of November 1, 2013 to October 31, 2018, except as set forth in paragraph 20, below.

The City shall retain the right to terminate this Use Agreement with twelve (12) months advance notice to Lessee for any reason.

3. Renewal. There are no renewals of this Agreement. CRUSA may request negotiations to extend this Agreement for a longer term, in writing, no later than six (6) months prior to the expiration of this Agreement.

4. Scheduling and Use of the Premises.

a. Scheduling of Events at the Fields. The Parties agree to the following timetable for scheduling of events at the Soccer Fields:

- 1) By April 1 of each season, the City will confirm all scheduled school dates and City dates for the upcoming season.
- 2) City may allow and schedule use of the Soccer Fields to others after June 1, of each season but shall grant priority scheduling to CRUSA for its necessary dates.
- 3) CRUSA shall coordinate with the City times and fields for practices and games. A final schedule of dates and times will need to be presented to the City no later than April 15 of each season. The Board of Public Works will review and approve the final schedule.
- 4) CRUSA's request to use the Premises for any purpose other than CRUSA League regular season, CRUSA League Practices, CRUSA League Exhibition Events, CRUSA League Tournaments and CRUSA Training Camps remains subject to City approval. Any CRUSA schedule additions after June 1 of each season will be on a space available basis.
- 5) The City agrees that only CRUSA events, the Hmong New Year celebration and School soccer events will be scheduled on fields, 2, 8 and 9 without CRUSA approval. CRUSA shall decide which fields will be used for all events at the Premises.
- 6) All other events that are not CRUSA events, City events or City of La Crosse High School events (Aquinas, Central or Logan) must be mutually agreed to by CRUSA and the City. After CRUSA and the City agree, then the event sponsor may ask for approval from the

Board of Public Works (BPW). If the City and CRUSA cannot come to an agreement on an event, then the BPW will make the final decision. The Special Olympics and Hmong New Year celebration are preapproved events by both CRUSA and the City, subject only to final approval by the BPW.

b. Priority Scheduling will be given as follows:

- 1) CRUSA Events;
- 2) School Activities;
- 3) City Park and Recreation Events;
- 4) Other groups or events.
- 5) City Park and Recreation Department agrees not to schedule adult flag football, adult tackle football and/or adult rugby on these fields.

c. Required Forms and Approvals

Requests for use of the Premises shall be made using the following forms:

- 1) Attachment A – Field Schedule and Use form
- 2) Attachment B – Procedure
- 3) Attachment C – Use Agreement

Completed forms shall be submitted to the Park and Recreation Department.

5. CRUSA Responsibilities.

- a. CRUSA shall provide all staff necessary for all CRUSA Soccer operations including, but not limited to, attendants, trainers, referees, concessions, security and groundskeepers.
- b. CRUSA shall keep the field in a state suitable for soccer, including field maintenance within the Premises. This responsibility includes the mowing and trimming of grass in the Premises, lining the fields, as well as providing trash collection service. On High School League and City game days CRUSA will have the field ready to play. In the event the fields are not ready for play two hours prior to the scheduled game time, the City shall have the right to prepare the fields and make them suitable for play and bill CRUSA for the cost of the same at Fifty and 00/100 Dollars

(\$50.00) per person, per hour if not completed as indicated above. The City will attempt to contact the CRUSA maintenance person prior to performing any maintenance or preparation functions.

- c. CRUSA shall be responsible for all field maintenance and all daily operation expenses at the Premises for all CRUSA, School and City Park and Recreation events, specifically including, but not limited to, the costs of mowing, landscaping, fertilization, turf repair, irrigation, and lining the field during scheduled dates, and other similar costs. Moreover, all equipment and supplies necessary to perform these responsibilities, and the cost to run and maintain said equipment, shall be CRUSA's. CRUSA agrees to comply and conform to all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city government in doing such maintenance and repairs.
- d. CRUSA shall pay for trash removal at all events at the Soccer Fields, for all CRUSA, School and City Park and Recreation events, other groups will be required to agree to a reimbursable expense approved by the City or make arrangements for trash removal.
- e. CRUSA shall file with the City Assessor's Office for each year of the agreement a personal property tax return, properly completed on or before March 1. The amount due will be paid in full to the City by the statutory date for personal property tax of the agreement.
- f. CRUSA shall pay all utilities, including, without limitation, water, electric and sewer, as a result of its use of the fields by CRUSA. Other groups will be required to agree to a reimbursable expense, established by the City, if they wish the use of the lights for their event.
- g. The CRUSA designated maintenance person will advise the City four (4) hours prior to any scheduled event if any fields will be closed due to weather conditions, such as floods or excessive rain and shall designate alternate fields which may be used.

6. City Responsibilities.

- a. The City agrees not to schedule a competing soccer field use after April 15 of each year so long as CRUSA has a scheduled event at the Premises. In the event that CRUSA does not have a scheduled event, the City may rent out the facility at the approved Board of Park Commissioners Field rental rate.
- b. The City shall provide all staff necessary for all City events including, but not limited to, attendants, trainers, referees and security, including someone whom will be responsible to lock the fields if the City is the last user of the day.

- c. The High Schools shall provide all staff necessary for all School events including, but not limited to, attendants, trainers, referees and security, including someone whom will be responsible to lock the fields if the High School is the last user of the day.

7. Non-resident Fee. §

- a. On or before July 1 of each year, CRUSA shall provide to the City the names and address of each person registered through CRUSA or any related organization, which will be using the Premises during that year excluding high schools.
- b. For each individual registered in their program that is a non-resident of the City of La Crosse, CRUSA will pay the sum of Twenty and 00/100 Dollars (\$20.00).
- c. The non-resident fees shall be paid annually, no later than July 15, of each agreement year.
- d. Non-resident fees are payable to the City of La Crosse Treasury, for deposit in the City Park Improvement Fund.

8. Revenues and Licenses.

- a. During all CRUSA, City and School events, at the Premises, CRUSA shall have the right to sell concessions of the type that are usually sold and to keep all proceeds from these concession sales. This includes the right to sell peanuts, popcorn, soft drinks, hamburgers, hot dogs, programs and other promotional items, etc.
- b. For such events as may be determined by the Board of Public Works, such as the HMONG New Year, and such games and events which may be agreed to by the City, the sponsors of those games or events shall be allowed concession privileges at a location separate from where CRUSA sells, subject to prior approval of the Board of Public Works. In addition, such event organizer may enter into an agreement with CRUSA whereby CRUSA operates concession sales and provides for payment of a portion of those concession sales to the sponsor. CRUSA shall insure that all applicable state and local laws and health regulations are complied with in the exercise of its concession rights.
- c. CRUSA is granted the right to provide advertising space at the Premises for a term not to extend beyond the term of this agreement. Signage and advertising shall comply with City of La Crosse codes and ordinances. The advertising shall be at such locations as approved by the City Board of Public Works prior to the placement of the same. The rights of

advertisers and others obtained through concession rights shall end with the termination of this Agreement, and the termination provided shall be contained in all agreements between CRUSA and any advertisers. The Board of Public Works shall review and approve all such advertising prior to it being finalized by CRUSA, and said approval will not be unreasonably withheld. CRUSA shall remove or cover any tobacco or alcohol-related advertising in the Premises when event organizers or the Director of Parks and Recreation so request.

- d. CRUSA agrees to obtain and keep in good standing all licenses and permits related to its operation.

9. Assignment and Subcontracting. CRUSA shall not assign this Agreement or any interest therein, nor let or underlet the said Premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof to any entity other than CRUSA or a CRUSA activity without the advance written consent of the Board of Public Works.

10. Indemnification and Insurance. CRUSA, for CRUSA related activities does hereby agree to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon or about the demised Leased Premises or the sidewalks adjacent thereto during the term of this Agreement or any extension hereof. CRUSA agrees to take out and maintain with a reputable insurance company, at their sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Leased Premises, with minimum liability limits of \$1,000,000 property damage (adjusted annually for changes due to increases in valuation, improvements or additions to the Premises) and \$1,000,000 per occurrence, \$2,000,000 aggregate for personal injury and liability, along with an additional \$2,000,000 umbrella policy to cover all incidents, accidents or occurrences on or about the Premises. The City shall be named as a co-insured and as loss payee on all such policies and shall be entitled to a certificate of the insurer showing said coverage to be in effect. CRUSA and the insurance company shall provide an endorsement certificate to the City guaranteeing the coverage and amounts of coverage set forth in this Lease. CRUSA agrees to take out and maintain with a reputable insurance company, at their sole cost and expense, comprehensive automobile liability insurance for owned, non-owned and hired vehicles with a minimum limit of liability of \$1,000,000 per occurrence for bodily injury. This insurance shall be required for the full term of the use agreement.

11. Default and Termination. In the event CRUSA shall default in any of the amounts due to the City as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained, and any

such default shall continue unremedied for a period of thirty (30) days after written notice thereof to CRUSA, or if:

- a. CRUSA shall make an assignment of its property for the benefit of creditors;
- b. CRUSA shall petition a court to be adjudged as bankrupt;
- c. If a petition in bankruptcy shall be filed in any court against CRUSA which continues for more than thirty (30) days;
- d. CRUSA is judicially determined to be insolvent;
- e. CRUSA shall be adjudged a bankrupt;
- f. A receiver or other officer shall be appointed to take charge of the whole or any part of CRUSA's property or to wind up or liquidate its affairs;
- g. CRUSA shall seek reorganization under any of the terms of the State or Federal Law or under any other insolvency law;
- h. CRUSA shall admit, in writing, its inability to pay its debts as they become due;
- i. A final judgment shall be rendered against CRUSA and remain unsatisfied for a period of thirty (30) days from the date on which the same is entered; or
- j. CRUSA shall abandon the facility.

In such an event, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against CRUSA, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of CRUSA hereunder.

Termination shall not constitute a cancellation or a waiver by the City of the remainder of the total amounts payable to City, or for any damages or losses for the unexpired portion of the demised term which may be sustained by the City on account of such default, assignment, insolvency, adjudication, or other default as provided hereinabove in this Section, including any expenses incurred in exercising its rights in this Agreement.

In the event of a lapse of insurance policies or coverage and protection as required by this Agreement, the City may, without notice of default, declare this Agreement terminated. CRUSA shall have no access rights to or use of the Premises unless all insurance policies required by this Agreement are in full force and effect.

12. Impossibility of Performance. Neither City nor CRUSA shall be obligated to or liable for the performance of any term or condition of this Agreement on its part to be performed if such performance is prevented by fire, earthquake, flood, act of God, riots or civil commotions, or by reason of any other matter or condition beyond the control of either party.
13. Damage and Destruction at the Fields. In the case of the destruction or any substantial damage of the Premises resulting from fire or other casualty, either City or CRUSA may terminate this Agreement upon written notice to the other, if the facility cannot be repaired or rebuilt by City within thirty (30) days. City retains the sole authority to determine if the Premises are to be repaired or rebuilt.
14. Ownership and Control of CRUSA. CRUSA shall state that as of the date of signing of this Agreement, all persons and entities with interest in CRUSA are disclosed on the attached Appendix "B" which is incorporated herein by this reference as if set forth in full.
15. Accounting. CRUSA shall keep, or cause to be kept, full, complete and proper books, records and accounts of all income and expenses derived from any operations, membership, events, advertising related in any way to its operations or use of the Leased Premises. Such books, records and accounts, including any sales tax reports shall at all reasonable times, be open to the inspection of the City, City's auditor or other authorized representative or agent at no cost to City or City's agents. If CRUSA fails to supply any and all records when asked or attempts to charge a fee or cost of any kind for inspection, reproduction, review or duplication of these records, it will be an immediate monetary default under the terms and conditions of this Lease. All books shall be maintained on a cash accounting basis.
16. Audit of Books and Records. The City may, at City's expense, audit the books and records of CRUSA or any affiliated organization which may receive any income or pay any expenses related to the Premises CRUSA agrees to assist and comply with all instructions related to the same. If there is a determination by the auditor of an error in the books and records of CRUSA which would result in a payment to the City of Five Hundred Dollars (\$500.00) or more, the costs of the audit shall be borne by CRUSA.
17. Compliance with All Laws. CRUSA shall, at its own cost and expense, be responsible to promptly comply and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting the Premises or its use, and CRUSA shall, at its own cost and expense make all additions, alterations or changes to the Premises or any portion thereof as may be required by a governmental authority or agency.

18. Code Compliance.

- a. Without limitation, the following codes or their successor codes must be in full force and effect during the term of this Agreement and all certificates required under the same be obtained or this Agreement will be in default:
- 1) City of La Crosse permits;
 - 2) Health Department & City permits for food and beverage operations;
 - 3) Fire department inspection requirements; and
 - 4) All flood plain, use and zoning regulations.
- b. CRUSA shall, during the entire term of this Agreement, comply with all applicable federal, state, and local environmental laws, ordinances and amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous or toxic substances and other environmental matters as the same shall be in existence during the term hereof. All of the foregoing laws, regulations and requirements are hereinafter referred to as Environmental Laws.
- c. CRUSA shall obtain all environmental licenses, permits, approvals, authorizations, exemption classifications, certificates and registrations (hereinafter collectively referred to as Permits) and make all applicable filings required by CRUSA under the Environmental Laws to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by City at CRUSA's offices upon reasonable notice and during business hours. CRUSA shall not cause or permit any flammable explosive, oil, contaminant, radioactive material hazardous waste or material, toxic waste or material or any similar substance (hereinafter collectively referred to as Hazardous Substances) to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary for the business conducted upon the Premises provided that the CRUSA shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and in a manner which is safe and does not contaminate the Premises.
- d. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance on or about the Premises by any occupant of the Premises during the Agreement term, then the reasonable costs thereof shall be reimbursed by the CRUSA to the City upon demand. CRUSA shall deliver to City Material Safety Data Sheets describing all Hazardous Substances stored, used or disposed of on the Premises. CRUSA shall also, from time to time, at City's request, execute such other affidavits, representations and the like concerning CRUSA's best knowledge and belief regarding the presence of

Hazardous Substances on the Leased Premises. CRUSA agrees to indemnify and hold the City harmless from any liability, claim or injury, including attorney fees and the cost of any required or necessary repair, clean-up, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by CRUSA, its agents and employees and any subtenant and its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by CRUSA or any occupant of the Premises or the operation of CRUSA's activities on the Premises during the term of this Agreement. The foregoing indemnification shall survive the expiration or earlier termination of this Agreement.

- e. CRUSA will not be responsible for any environmental contamination occurring prior to April 1, 1997.

- 19. City's Right of Entry and Inspection. City shall have the right to enter the Premises at all reasonable times for the purpose of verifying compliance with the terms and conditions of this Agreement.

City may also request any and all records from CRUSA, at no cost, upon ten (10) days advance notice for the purpose of verifying compliance with the terms and conditions of this Agreement.

CRUSA understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, CRUSA agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. CRUSA agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, CRUSA agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from CRUSA's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that CRUSA decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.

- 20. Alterations and Improvements.

- a. CRUSA shall not make, or suffer to be made, any alterations of the real property without the advance written consent of the Board of Public Works.
- b. If written consent of the City to any proposed alterations shall have been

obtained, CRUSA agrees to advise the Board of Public Works in writing of the date upon which such alterations will commence in order to permit the City to post notice of no responsibility. CRUSA shall keep the demised Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by CRUSA.

- c. No improvements or buildings, placed upon the premises shall be removed from the above-described Premises during the term of this Agreement without the prior written consent of City, except any equipment, trade, and/or personal property of CRUSA which CRUSA lawfully may remove prior to the termination of this Agreement.
- d. CRUSA, at the end of this Use Agreement, may remove any and all personal property identified in its Personal Property Tax filing with the City except as follows:
 - 1) CRUSA may remove the sod subject to paragraph 20(d) (2) below.
 - 2) If CRUSA intends to remove any sod, then this Use Agreement ends October 1 of the year in which sod is to be removed in order to allow the City to replant the fields for use in the following year. All personal property referenced above must be removed by that date.
- e. CRUSA upon removal of any personal property improvements must restore the lands into a fully useable condition.

- 21. Abandonment. CRUSA agrees not to vacate or abandon the Premises at any time during the demised term. A vacation or abandonment which occurs due to flooding, fire or other casualty is excepted. Should CRUSA vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Agreement, and in addition to any other rights which the City may have, the City may remove any personal property belonging to CRUSA which remains on the demised Leased Premises and store the same, such removal and storage to be for the account of and the expense of CRUSA.
- 22. Laws and Regulations. CRUSA, at its own cost and expense, shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments, which may be applicable with the Premises.
- 23. Any Notices required under this Agreement shall be sent by certified mail, postage pre-paid, certified mail to the following persons:

City:

CRUSA:

Teri Lehrke
City Clerk, City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Dave Gebhart
(address to be provided)

Steve Carlyon, Director
Park and Recreation Department
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Dale Hexom, Director Public Works
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

24. **Attorneys Fees.** In the event of any litigation by the City to enforce its rights under this Lease, the City, if it prevails, shall be allowed all reasonable attorneys fees expended or incurred in such litigation to be recovered as part of the costs therein.
25. **Compliance with Laws.** All improvements shall be made in accordance with any applicable local, state and federal regulations, including all applicable Americans with Disabilities Act regulations. CRUSA shall further provide verification and value to the City Engineer, City Finance Director and City Assessor.
26. **Non-related Parties.** The parties hereto agree they are acting as independent contractors, and nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, a partnership, joint venture, or any such mutual relationship between the parties. Each party shall be responsible for its own separate debts, obligations and other liabilities.
27. **Law and Venue.** This Agreement shall be construed and interpreted under the laws of the State of Wisconsin. Any actions related to the same will be venued in La Crosse County, WI.
28. **Amendment.** This Agreement may not be amended except in writing and approved by both parties.
29. **Liens.** CRUSA shall not place any liens or other encumbrances on the improvements or Premises, without the advance written consent of the Board of Public Works. If requested, CRUSA will provide to the City verification that no liens exist on any of the improvements made by CRUSA to the Premises. In the event such liens or encumbrances do exist, then CRUSA shall obtain a release of any lien or

encumbrance or other appropriate documentation extinguishing such lien or encumbrance following receipt of a fifteen (15)-day notice provided by the City that the same be extinguished. City and CRUSA are aware that there may be liens in place on pre-existing improvements, and that a consent for these liens will be submitted to the Board of Public Works for approval, such approval shall not be unreasonably withheld. All parties understand and agree that liens MAY NOT be placed on City property.

30. Patents, Trademarks, Copyrights and Royalties. CRUSA assumes all costs arising from the use of patented, trademarked or copyrighted materials, used in the conduct of said events and agrees to indemnify and hold harmless the City from all damage, costs and expenses on account of the use of any such materials.
31. Terms or Conditions. If any of the terms or conditions contained herein shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to person or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.
32. Title to be Retained by City. City shall retain title and ownership of the Premises, except for the improvements described herein without any payment whatsoever to CRUSA.
33. Non-Discrimination. In the performance of the services under this Agreement, CRUSA agrees not to discriminate because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. CRUSA further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex or national origin.
34. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all other oral or written contracts and negotiations between the parties.
35. No Waiver. Any delay or failure in exercising any rights or remedies herein shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or CRUSA therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

36. EMINENT DOMAIN. If the whole or any substantial part of the premises hereby leased shall be taken by any public authority including the City under the power of eminent domain, then the term of this lease shall cease as to the part so taken from the day the possession of that part shall be taken for any public purpose, and from that date lessee shall have the right either to cancel this lease or to continue in the possession of the remainder of the premises under the term herein provided, except that the rental shall be reduced in proportion to the amount of the premises taken. All damage awarded for such taking shall belong to and be the property of the Lessor. The Lessee shall not be entitled to any award for loss of leasehold, relocation costs, business installation or improvements except as stated above and hereby waives the same.

BOARD OF PUBLIC WORKS

Name _____

Date: _____

CRUSA

Jonell Lee
Name

Date: 10/25/13

BOARD OF PUBLIC WORKS

Name _____

Date: _____

CRUSA

Cindy Hood
Name

Date: 10-25-13

MAYOR

Tui Kalut
Name

Date: 10/28/2013

CITY CLERK

Tui Leprie
Name

Date: 10/28/13

APPENDIX "A"

LEGAL DESCRIPTION

LEASE DESCRIPTION LA CROSSE SOCCER CLUB

A parcel of land located in the SW1/4 of the NE1/4, the SE1/4 of the NE1/4, the NW1/4 of the SE1/4, the NE1/4 of the SE1/4, and the SW1/4 of the SE1/4, of Section 16, T16N, R7W, City of La Crosse, La Crosse County, Wisconsin. Said parcel is more particularly described as follows; commencing at the center of said Section 16, thence South 33' along the south quarter line of Section 16 to the south right-of-way line of Hauser Street and the point of beginning of this description; thence East 200 feet; thence N 23° E 344 feet; thence East 962.80' to the southwest line of the DNR trail (formerly C & NW RR R.O.W.); thence S 53° 24'07" E along said line 513.55'; thence S 38°W 2614.27'; thence West 100' to the point where the aforementioned south quarter line intersects with the south right-of-way line of Cunningham Street; thence North 2049.59" along said quarter line to the p.o.b. of this description. This parcel contains 51.41 acres.

Described by DJK 3-12-1999
Checked by GLP 3-12-1999

APPENDIX "B"

ALL PERSONS AND ENTITIES WITH INTEREST IN CRUSA

2013 CRUSA Board Members, Staff & Coordinator Positions

Executive Board of Directors

Position	Name
President	Jonnella Rademacher
Vice-President	open
Treasurer	Angie Meighan
Secretary	Angie Jones
Past President	Dave Gebhart

Attachment A
Field for Kids Soccer Complex
201__ Field Schedule and Use Form

Organization Name: _____

Please indicate preferred days and times below, and attach a 2nd choice schedule to improve our ability to coordinate with all groups. For multiple dates attach schedule.

Preferred	Month & Dates	Time of Day		Day of Week						
		From	To	M	T	W	TH	F	SA	SU
	_____ to _____, 201__									
Alternate 1	Month & Dates	Time of Day		Day of Week						
		From	To	M	T	W	TH	F	SA	SU
	_____ to _____, 201__									
Alternate 2	Month & Dates	Time of Day		Day of Week						
		From	To	M	T	W	TH	F	SA	SU
	_____ to _____, 201__									

Indicate size and number of fields needed during above dates, and intended use of fields.
 (Field for Kids Map Attachment)

Do you intend to sell merchandise, food or beverages? Yes No

If yes, please explain.

Will you erect any tents? Yes No

If yes, please provide site map of location.

Do you need electricity or water? Yes No

If yes, please explain.

Are there any special field preparations you need? Yes No

Examples of special preparations: field lining, special fields for La Crosse, Ultimate Frisbee, Cricket, etc. If yes, please explain.

User/Organization: _____

Date: _____

City Representative: _____

Date: _____

CRUSA Representative: _____

Date: _____

Board of Public Works:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>	Initial: _____	Date: _____
------------------------	-----------------------------------	---------------------------------------	----------------	-------------

Attachment B
Field for Kids Soccer Complex
Procedure

1. User shall sign and submit to the Board of Public Works a Field for Kids Use Agreement, and acknowledges the following procedures.
 - a. Fees for use will be determined and approved by the Board of Public Works.
2. User must provide a current certificate of insurance as noted below.
 - a. Comprehensive (Commercial) General Liability Insurance. Shall not be less than \$1,000,000 combined single limit per occurrence bodily injury or property damage, or as required by the Board of Public Works.
 - b. The City of La Crosse shall be named as an additional insured party.
3. User will agree to the following conditions:
 - a. User has the option to reimburse the city, reimburse CRUSA, or pay directly for any services not identified in this section essential to support their event.
 - b. Daily cleaning of the soccer fields and daily trash pickup on the soccer fields and the parking lot. Trash is to be bagged and placed in a dumpster. Or, reimburse CRUSA to provide cleaning at a rate approved by the Board of Public Works.
 - c. Reimburse CRUSA for pro-rated use of portable toilets as needed per number of players based on a daily rate as approved by the Board of Public Works.
 - d. The CRUSA field scheduler is responsible for coordination all users of the Field for Kids Soccer Complex, to include availability of fields, closing of fields, re-scheduling rain-outs and special event use of the complex. CRUSA field scheduler must sign the Use Form (attach A) prior to Board of Public Works review.
 - e. User agrees to be responsible for any damage to CRUSA fields. Damages to be assessed by the CRUSA groundskeeper and approved by the La Crosse Board of Public Works.
 - f. User agrees to reimburse CRUSA for use of lights at \$30.00 per hour, per field. The City of La Crosse Parks and Recreation Department will pay for local school use and city use of lights.
 - g. All users other than local High Schools, City programs, as approved by the Board of Public Works will pay CRUSA for site coordination's fee of \$30.00 per half day (4 hours). The site coordinator will be responsible to make all arrangements and coordination's while using the fields. Fields are designated by numbers on each goal, users agree to only use the field(s) approved and assigned by CRUSA, any changes must be approved by the on-site coordinator.

h. Parking is allowed only in designated parking lots or as approved by the Board of Public Works.

- 4. The City of La Crosse Parks and Recreation Department will reimburse CRUSA for utility cost and field paint cost associated with city events and local high school events. Reimbursement based on actual cost for utility used. Utility defined as water and electricity. Field Paint cost defined as actual gallon cost for field marking paint for city events and local high school events only. CRUSA agrees to allow the city to use electricity and water on this reimbursable basis and invoice based upon meter readings, or established rate per hour. Field paint reimbursement will be based on actual gallons of paint used at a per gallon rate. The Board of Public Works will approve the utility rates and field paint gallon cost and review annually.**

Attachment C
Field for Kids Soccer Complex
Use Agreement

This agreement is entered into this _____ day of _____, 201____ by and between the City of La Crosse, CRUSA and _____. Permission to use the soccer field(s), located in the City of La Crosse is granted subject to acceptance of the following conditions:

1. This agreement covers the use of the soccer fields only.
2. Admission fees may NOT be charged unless authorized by the City of La Crosse.
3. FEES = \$30.00 per game per field. Payable to the City of La Crosse.(Exempt is city programs and local school events)
 - a. Lights are \$30.00 per hour, per field, payable to CRUSA. (City will reimburse light usage by schools and City)
 - b. Site Coordinator fee of \$30 per half day payable to CRUSA (Exempt is city programs and local schools).
4. Payment to the City of La Crosse must be made in full prior to the scheduled event.
5. Specific prior permission is required for decorations or alterations to fields or posting of signs for the purpose of advertising or decorating the facility or for any other purpose without first having obtained the written permission from the Board of Public Works. A reasonable charge may be assessed to remove any such items (if not promptly removed by the applicant). Applicant shall be required to repair any damaged caused by such advertising or decorations.
6. Parking is allowed only in designated parking lots or as approved by the Board of Public Works. Overnight parking must be approved by the Board of Public Works.
7. NO person shall engage in any sale of merchandise, services, or operate any concessions without prior approval from Board of Public Works. (Exempt is CRUSA related sales and concessions.)
8. NO glass bottles nor any containers nor any alcoholic beverages of any kind are permitted on property, without prior approval from the Board of Public Works.
9. It is prohibited for any person to engage in boisterous, threatening, abusive, insulting, indecent or profane language or to engage in any disorderly conduct or behavior leading to a breach of the public peace and enjoyment of the facility. The city reserves the right to remove, or have removed, any person(s) due to abusive conduct or a non-cooperative attitude.
10. Illegal substances are prohibited on city property. Appropriate law enforcement agencies will be notified when violations occur and appropriate action against all involved parties will apply.
11. The Board of Public Works Department reserves the right to stop activities in the event such activities are detrimental to the overall use of the city property. Failure of the user to observe any of these terms and conditions is cause for ejection from the premises at the discretion of the public works director, or his designated representative, and in such case fines may be imposed depending upon circumstances.
12. No person or group shall store, leave or otherwise allow remaining at the facility, any materials, supplies, equipment or other physical accessories without written permission of the Board of Public Works.
13. For all large gatherings/events, the user is responsible for all necessary City of La Crosse and County of La Crosse permits and requirements.
14. Lighted areas close at 11:00 p.m., unlighted areas are closed at dusk unless prior approval from the Board of Public Works.
15. No grills or cookers allowed on playing surfaces or land adjoining the playing surfaces, without prior approval of the Board of Public Works.
16. No amplifiers or devices that produce loud noises shall be permitted.

17. No golf carts (excepting soccer complex vehicles) or other similar motorized vehicles shall be permitted on any portion of the complex without the written approval of the Board of Public Works.
18. No firearms, air rifles, BB guns, spring guns, bow and arrows, slings or any other form of weapon, dangerous to human safety, are allowed on the facility grounds at any time.
19. No Smoking shall be permitted within the soccer complex.
20. The City of La Crosse, its employees and agents or representatives, will not be responsible for injury, loss or damages that may occur. The User, on signing this agreement, expressly releases the aforementioned from any and all claims, such as loss, damage or injury.
21. The City reserves the right to remove, or have removed, any person(s) due to a violation of any of these rules.

The undersigned acknowledges the receipt of the Field for Kids Soccer Complex Agreement and agrees that all activities undertaken as permit agreement holder and by all others in my party will be in accordance with the above agreement.

Signature

Date

In case of Emergency Call: Police 911 or Police Non-Emergency 785-5926

Public Works Department: (608) 789-7599

Parks and Recreation Department: (608) 789-7533

City of La Crosse – 400 La Crosse St. – La Crosse, WI 54601