

**AMENDMENT TO USE AGREEMENT BETWEEN THE
CITY OF LA CROSSE, LA CROSSE BASEBALL, LLC AND THE NORTHWOODS
LEAGUE, INC. FOR THE USE OF COPELAND FIELD**

WHEREAS, a Use Agreement between the City of La Crosse, La Crosse Baseball, LLC and the Northwoods League, Inc. for the Use of Copeland Field was entered into on September 10, 2013, and

WHEREAS, the parties, by mutual consent, have agreed to amend Section 10 of said agreement regarding insurance.

NOW, THEREFORE, IT IS HEREBY AGREED by all parties that Section 10 of the Use Agreement Between the City of La Crosse, La Crosse Baseball, LLC and the Northwoods League, Inc. for the Use of Copeland Field is hereby amended to read as follows:

Section 10:

10. **Insurance.** Unless otherwise specified in this Agreement, the Loggers shall, at its sole expense, maintain in effect at all times during the usage of the Ballpark, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
 - a. *Worker's Compensation and Employers Liability Insurance.* The Loggers shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. The Loggers shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employers liability of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
 - b. *Commercial General Liability and Automobile Liability Insurance.* The Loggers shall provide and maintain the following commercial general liability and automobile liability insurance:
 - 1) Coverage. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

2) Limits commencing May 23, 2014. The Loggers shall maintain limits no less than the following commencing on May 23, 2014:

a) General Liability. One million dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.

b) Automobile Liability. One million dollars (\$1,000,000.00) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

c) Umbrella Liability. Six million dollars (\$6,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.

d) Liquor Liability. One million dollars (\$1,000,000.00) per occurrence.

c. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Loggers; products and completed operations of the Loggers; premises occupied or used by the Loggers; and vehicles owned, leased, hired or borrowed by the Loggers. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of the City.

2) For any claims related to this Agreement or usage of the Ballpark, the Loggers' insurance shall be primary insurance as respects the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - 4) The Loggers' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Each insurance policy required by this Agreement shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or the Loggers, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
 - 6) Such liability insurance shall indemnify the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Loggers for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
 - 7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
 - 8) All of the insurance shall be provided on policy forms and through companies satisfactory to the City, and shall have a minimum AM Best's rating of A- VIII.
- d. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- e. *Evidences of Insurance.* Prior to execution of the Agreement, the Loggers shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.
- f. *Sub-Leases.* In the event that the Loggers employ other lessees (sub-lessees) as part of the Ballpark usage covered by this Agreement, it shall be

the Loggers' responsibility to require and confirm that each sub-lessee meets the minimum insurance requirements specified above.

Except as described herein, all other terms, conditions, covenants and promises contained within the Use Agreement between the City of La Crosse, La Crosse Baseball, LLC and the Northwoods League, Inc. for the Use of Copeland Field dated September 10, 2013 shall remain unchanged, in full force and effect.

WITNESS:

Hathyr V. Radt

NORTHWOODS LEAGUE, INC.

BY: [Signature]

Date: 5/4/14

WITNESS:

[Signature]

LA CROSSE BASEBALL, LLC.,

BY: [Signature]

Date: 5/5/14

WITNESS:

CITY OF LA CROSSE

BY: [Signature]
Tim Kabat, Mayor

Date: 7/08/2014

BY: [Signature]
Teri Lehrke, City Clerk

Date: 7/9/14