

FIELD FOR KIDS USE AGREEMENT
(2500 Hauser Street)

This Field for Kids Use Agreement ("Agreement") is made and entered into by and between the City of La Crosse, a Wisconsin municipal corporation ("City"), and La Crosse Youth Soccer Parents Association, Inc. d/b/a Rush WI West f/k/a Coulee Region United Soccer Association ("LYSPA"), a Wisconsin non-stock corporation effective April 1, 2018.

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 LYSPA for the sum of One Dollar and 00/100 Dollars (\$1.00) per year;

WHEREAS, the City of La Crosse conducted an audit as to compliance by LYSPA under the terms and conditions of the prior agreement;

WHEREAS, the Board of Public Works determined that violations had occurred under the prior agreement and determined that there was due to the City the sum of \$42,000.00 in fee revenue related to parking and \$7,000.00 in the fees and costs of conducting the compliance audit; these fees were disputed by LYSPA, which led to the creation of a negotiation committee to create a new use agreement;

WHEREAS, the City Council created a negotiating committee consisting of Council Members Gary Padesky, Jacqueline Marcou and Roger Christians to negotiate the terms of a new use agreement and to recommend how the various issues between the parties could be resolved;

WHEREAS, LYSPA desires to continue to operate a soccer program in La Crosse, Wisconsin, and for that purpose desires to continue to lease the City's property at 2500 Hauser Street; and

WHEREAS, the Negotiating Committee 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 LYSPA, the needs of the high schools and the best methods to ensure that the residents of the City have full use of City property;

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

1. Compromise of Prior Amounts Due, Rent and Premises.
 - a. Settlement: The \$49,000.00 which was determined to be due the City by the Board of Public Works, shall be reduced to \$7,000.00 and is to be paid to the City within ten (10) days of the approval of the agreement by the City Council and signing of the same by the Mayor and City Clerk. Upon such payment the City releases any and all claims or any amounts due or any violations of the prior use agreements.

b. Rent:

1. Effective upon the signing of this agreement, LYSPA agrees to pay to the City the following annual amounts for rent:

Year 1	\$4,000.00
Year 2	\$5,000.00
Year 3 - 10	\$7,000.00

2. The rent shall be paid 50% on or before January 1st of each year and 50% on or before June 1st of each year.

3. All non-resident fees are eliminated.

c. The "Premises" which are subject to the Agreement are described on **Appendix "A"**, attached hereto and consist of approximately 52.0 acres of land, including existing structures and improvements depicted on **Appendix "A-2."**

2. Term. This Agreement, unless earlier terminated shall be for a period of ten (10) years, commencing as of March 1, 2018 and ending on March 1, 2028.

3. Renewal. There shall be allowed one five (5) year renewal of this Agreement, by LYSPA, provided that the City is notified, in writing, as set forth herein, of the exercise of the renewal agreement no later than six (6) months prior to the expiration of this Agreement and the agreement is not in default.

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 March 1st for the spring season and July 1st for the fall season, the City and School District will submit all requested games and confirm all scheduled City dates for the upcoming season. The contact person for the City of La Crosse Park and Recreation Department shall initially be Jared Flick. The City will provide notice of any successor contact person.
- 2) LYSPA shall schedule times and fields for practices and games by the local high school teams.
- 3) LYSPA shall decide which fields will be used for all events at the Premises.
- 4) The Sponsor of the Hmong New Year shall inform LYSPA by March 1 of each year of its use of the appropriate part of the Premises for Hmong New Year, subject to LYSPA's standard terms and conditions, which is attached as **Appendix "C"**. Any change to LYSPA's standard terms and conditions shall require advanced written approval by the Board of Public Works. One of the following shall be the weekend

set aside for Hmong New Year: (A) the third or fourth weekend in August, (B) the last weekend in October, or (C) the first weekend in November. LYSPA will work with the sponsor of the Hmong New Year to ensure that food preparation, service, and tents are not placed on playing fields. The sponsor of Hmong New Year shall be wholly responsible for clean-up and security. If an agreement cannot be made, the Board of Public Works will make the final determination. If a date is not established for Hmong New Year by March 8, then LYSPA shall notify the contact person for the City of La Crosse Park and Recreation Department.

- 5) LYPSA may schedule up to 20 days per calendar year for non-athletic events, whether sponsored by LYSPA or leased by a third-party.
- 6) LYSPA may lease the Premises to third-parties for athletic events.

b. Priority Scheduling will be given as follows:

- 1) LYSPA Soccer;
- 2) School District Soccer,
- 3) City Park and Recreation Soccer;
- 4) Other LYSPA or third-party events;
- 5) Other City events

5. LYSPA Responsibilities.

- a. LYSPA shall provide all staff necessary for all LYSPA Soccer operations including, but not limited to, attendants, trainers, referees, concessions, security and groundskeepers.
- b. Subject to Section 11 of this Agreement, LYSPA 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 LYSPA will have the fields 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 LYSPA for the cost of the same at Fifty and 00/100 Dollars (\$50.00) per person, per hour if not completed as indicated above. City can increase this amount annually by a consumer price index (CPI) as determined by the City's Finance Department. The City will attempt to contact the LYSPA maintenance person prior to performing any maintenance or preparation functions.
- c. LYSPA shall be responsible for all field and parking lot maintenance and all daily operation expenses at the Premises for all LYSPA, 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 LYSPA's. LYSPA 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. LYSPA shall pay for trash removal at all events at the Premises for all LYSPA, School and City Park and Recreation events. Other groups may be required to agree to a reimbursable expense or make arrangements for trash removal.
- e. LYSPA shall file with the City Assessor's Office, when due, all required personal property tax returns and pay all fees related to the same.
- f. LYSPA shall pay all utilities, including, without limitation, water, electric and sewer, as a result of its use of the Premises by LYSPA, the City and Schools. Game fields for Logan and Central High Schools shall be on the lighted fields with light at no cost to City or School District.
- g. The LYSPA designated person will use best efforts to 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.
- h. LYSPA shall designate in writing one specific person as the point of contact with the City. The name of said person and his or her contact information is attached as **Appendix "D"**. This designated person shall also be the designated person to receive communication for LYSPA in accordance with Section 23 of this Agreement. In the absence of anyone designated, such person shall be the Board President or registered agent.

6. City and School Responsibilities.

- a. 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.
- b. The 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. The schools shall be responsible for any verifiable damage to the Premises in accordance with the fine and fee schedule attached as **Appendix "F"**.
- c. Upon request of LYSPA, the City may consider grading the main parking lots.
- d. City will provide reasonable cooperation to LYSPA with WDNR permit applications related to field improvement.

7. Revenues and Licenses.

- a. LYSPA shall have the right to sell concessions, charge admission, third party rental fees, and charge parking for tournaments and concerts subject to all State, Federal and local laws except that admissions and parking may not be charged for school programs or City recreation events and LYSPA shall not charge the City or School District for use of the fields for soccer purposes. LYSPA shall not sell concessions, charge admission, third party rental fees, or charge parking for Hmong New Year. Notwithstanding, LYSPA may charge a rental fee for Hmong New Year not to exceed six hundred dollars (\$600.00) per year.
- b. LYSPA is granted the right to provide advertising space at the Soccer Fields for a term not to extend beyond the term of this Agreement or any renewal of the same. The advertising shall be at such locations as shown on the attached **Appendix "H."** Changes to **Appendix "H"** may be approved by the City Board of Public Works prior to the placement of the advertising. 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 LYSPA and any advertisers. The Board of Public Works shall review and approve all such advertising prior to it being finalized by LYSPA, and said approval will not be unreasonably withheld. LYSPA 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. It is understood by the parties that advertising will generally consist of the name and logo of a business and LYSPA intends to submit a list of such advertising at the beginning of each season for approval. It is further understood by the parties that after approval of advertising, the exact placement of such advertising may vary from time to time at the designated locations in **Appendix "H"** as determined by LYSPA.
- c. LYSPA agrees to obtain and keep in good standing all licenses and permits related to its operation.

8. Assignment and Subcontracting. Except as set forth herein, LYSPA 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 LYSPA or a LYSPA activity without the advance written consent of the Board of Public Works.

9. Indemnification and Insurance. LYSPA, for LYSPA related activities, does hereby agree to indemnify, hold harmless and defend the City against 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 Premises during the term of this Agreement or any extension hereof. LYSPA agrees to procure and maintain insurance as provided in **Appendix "E"**. This insurance shall be required for the full term of the use agreement.

10. Default and Termination.

In the event LYSPA 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 LYSPA, or if:

- a. LYSPA shall make an assignment of its property for the benefit of creditors;
- b. LYSPA shall petition a court to be adjudged as bankrupt;
- c. If a petition in bankruptcy shall be filed in any court against LYSPA which continues for more than thirty (30) days;
- d. LYSPA is judicially determined to be insolvent;
- e. LYSPA shall be adjudged as bankrupt;
- f. A receiver or other officer shall be appointed to take charge of the whole or any part of LYSPA's property or to wind up or liquidate its affairs;
- g. LYSPA shall seek reorganization under any of the terms of the State or Federal Law or under any other insolvency law;
- h. LYSPA shall admit, in writing, its inability to pay its debts as they become due;
- i. A final judgment shall be rendered against LYSPA and remain unsatisfied for a period of thirty (30) days from the date on which the same is entered; or
- j. LYSPA 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 LYSPA, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of LYSPA 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, with five (5) days notice of default, declare this Agreement terminated. LYSPA 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.

11. Impossibility of Performance. Neither City nor LYSPA 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.

12. 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, but not flooding, either City or LYSPA 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.
13. Ownership and Control of LYSPA. LYSPA shall state that as of the date of signing of this Agreement, all persons and entities with interest in LYSPA are disclosed on the attached Appendix "B" which is incorporated herein by this reference as if set forth in full.
14. Accounting. LYSPA 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 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 LYSPA 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 default under the terms and conditions of this Agreement.
15. Audit of Books and Records. The City may, at City's expense, audit the books and records of LYSPA or any affiliated organization which may receive any income or pay any expenses related to the Premises. LYSPA 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 LYSPA 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 LYSPA.
16. Compliance with All Laws. LYSPA 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 LYSPA 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.
17. 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. LYSPA 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. LYSPA 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 LYSPA 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 LYSPA's offices upon reasonable notice and during business hours. LYSPA 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 LYSPA 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 LYSPA to the City upon demand. LYSPA shall deliver to City Material Safety Data Sheets describing all Hazardous Substances stored, used or disposed of on the Premises. LYSPA shall also, from time to time, at City's request, execute such other affidavits, representations and the like concerning LYSPA's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. LYSPA agrees to indemnify, hold harmless and defend the City 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 LYSPA, 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 LYSPA or any occupant of the Premises or the operation of LYSPA'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. LYSPA will not be responsible for any environmental contamination occurring prior to April 1, 1997.

18. 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 LYSPA, at no cost, upon ten (10) days advance notice for the purpose of verifying compliance with the terms and conditions of this Agreement.

LYSPA understands and acknowledges that the City is subject to the Public Records Law of the State of Wisconsin. As such, LYSPA 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. LYSPA agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, LYSPA 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 LYSPA's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that LYSPA 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.

19. Alterations and Improvements.

- a. LYSPA 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, LYSPA 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. LYSPA shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by LYSPA.
- c. Any improvements placed upon the Premises after April 1, 2018 shall become the property of the City, upon termination of this agreement.
- d. LYSPA, at the end of this Use Agreement, must remove all other personal property placed on the Premises prior to April 1, 2018.
- e. LYSPA upon removal of any personal property improvements must restore the lands into a fully useable condition.
- f. LYSPA may move and reconfigure the location of the fields or parking lots for the purpose of better drainage and alleviate flooding as long as 30-day advanced written notice is provided to City's Board of Public Works.
- g. LYSPA may remove sod from areas of the Premises as depicted in the attached **Appendix "G"**.

20. **Abandonment.** LYSPA 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, or winter months of December through February is excepted. Should LYSPA 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 LYSPA which remains on the Premises and store the same, such removal and storage to be for the account of and the expense of LYSPA. "Vacate" and "abandon" means to not use the Premises for thirty (30) consecutive days.

21. **Laws and Regulations.** LYSPA, 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.

22. Any Notices required under this Agreement shall be sent by certified mail, postage pre-paid, certified mail to the following persons:

<p>City:</p> <p>Attn: City Clerk City Clerk, City of La Crosse 400 La Crosse Street La Crosse, WI 54601</p>	<p>LYSPA:</p> <p>(address to be provided)</p> <p>Attn: Director of Parks and Recreation Park and Recreation Department City of La Crosse 400 La Crosse Street La Crosse, WI 54601</p>
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23. **Attorneys Fees.** In the event of any litigation by the City to enforce its rights under this Agreement, 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.

24. **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. LYSPA shall further provide verification and value to the City Engineer, City Finance Director and City Assessor.

25. **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.

26. **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.

27. Amendment. This Agreement may not be amended except in writing and approved by both parties.
28. Liens. LYSPA 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, LYSPA will provide to the City verification that no liens exist on any of the improvements made by LYSPA to the Premises. In the event such liens or encumbrances do exist, then LYSPA 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 LYSPA 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 to be unreasonably withheld. All parties understand and agree that liens MAY NOT be placed on City property.
29. Patents, Trademarks, Copyrights and Royalties. LYSPA assumes all costs arising from the use of patented, trademarked or copyrighted materials, used in the conduct of said events and agrees to indemnify, hold harmless and defend the City from all damage, costs and expenses on account of the use of any such materials.
30. 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.
31. 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 LYSPA.
32. Non-Discrimination. In the performance of the services under this Agreement, LYSPA agrees not to discriminate because of race, religion, marital status, age, color, sex, gender identification, 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. LYSPA 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, gender identification or national origin.
33. 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.
34. 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 LYSPA 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.

35. Termination. LYSPA understands and acknowledges the City condemned and owns the Premises for industrial park purposes. Either party may terminate the Agreement upon 12 months advanced written notice for any reason whatsoever.

CITY OF LACROSSE

Timothy Kelt
Name

Date: 04/26/2018

LYSPA

Scott Thyl
Name

Date: 4/19/18

CITY OF LA CROSSE

Tim Lehner
Name

Date: 4/25/18

LYSPA

Name

Date: _____

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 LYSPA

Executive Board of Directors	
Position	Name
President	
Vice-President	
Treasurer	
Secretary	
Past President	
Advisory Board	

APPENDIX E: INSURANCE

INSURANCE. Unless otherwise specified in this Agreement, LYSPA shall, at its sole expense, maintain in effect at all times during the Agreement, 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.*** LYSPA 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. LYSPA 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) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
- b. ***Commercial General Liability and Automobile Liability Insurance.*** LYSPA shall provide and maintain the following commercial general liability and automobile liability insurance:
 - i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
 - ii. LYSPA shall maintain limits no less than the following:
 1. **General Liability.** Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. **Automobile Liability.** Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.
 3. **Umbrella Liability.** Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.
- c. ***Professional Liability Insurance.*** When LYSPA renders professional services to the City under the Agreement, LYSPA shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to LYSPA's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

- d. ***Required Provisions.*** The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. 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 LYSPA; products and completed operations of LYSPA; premises occupied or used by LYSPA; and vehicles owned, leased, hired or borrowed by LYSPA. The coverage shall contain no special limitations on the scope of protection afforded to 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 City.
 - ii. For any claims related to this Agreement, LYSPA's insurance shall be primary insurance with respect to City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. LYSPA's 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.
 - v. Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the LYSPA, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to City.
 - vi. Such liability insurance shall indemnify 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, LYSPA for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
 - vii. 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.
 - viii. All of the insurance shall be provided on policy forms and through companies satisfactory to City and shall have a minimum AM Best's rating of A- VIII.
- e. ***Deductibles and Self-Insured Retentions.*** Any deductible or self-insured retention must be declared to and approved by City. At the option of City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

- f. *Evidences of Insurance.* Prior to execution of the Agreement, LYSPA shall file with 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.
- g. *Sub-Leases.* In the event that LYSPA employs other lessees (sub-lessees) as part of this Agreement, it shall be the LYSPA's responsibility to require and confirm that each sub-lessee meets the minimum insurance requirements specified above.
- h. *Amendments.* City may amend its requirements for insurance upon sixty (60) days written notice. LYSPA shall procure updated insurance to comply with the new requirements of City. LYSPA may appeal any requirement to amend the insurance coverage to City who may, in its sole discretion, agree to waive such changes.
