

SHARED USE AGREEMENT FOR PARKING LOT

In consideration of the covenants herein, the SCHOOL DISTRICT OF LA CROSSE (hereinafter "the School District") and the BOYS AND GIRLS CLUBS OF GREATER LA CROSSE (hereinafter "the Club") have entered this Shared Use Agreement for Parking Lots each owns, which are adjacent to the parking of the other.

THE PARTIES AGREE:

1. USE OF FACILITIES.

A. Logan Parking Lot. During school activities, including class days and school-related activities, on the La Crosse Logan premises adjacent to the parking lot, the SCHOOL DISTRICT OF LA CROSSE shall have exclusive use of the parking lot.

During Club activities and when the school activities described above are not in progress, the Club may have use of the parking lot as space is available.

B. Club Parking Lot. During Club activities, the Club shall have exclusive use of the parking lot, and when Club activities are not in progress, the School District may have use of the Club parking lot as space is available.

C. When neither School District nor Club activities are in progress, the parties may use either parking lot.

2. MAINTENANCE.

Each party is responsible for all maintenance of its parking lot at its discretion, unless maintenance is required as a result of the negligent use of the parking lot by the other party, in which case, the other party will be responsible for repair of any damaged area.

3. SIGNAGE.

Each party may provide all signage for their parking lot at their discretion. The other party may only provide signage with the written approval of the lot owner.

4. ENFORCEMENT.

The School District and Club may provide a surveillance officer(s) for parking safety and usage during their period of permissive use of the other's parking lot. Each party reserves the right to tow, at owners expense, vehicles improperly parked or abandoned.

5. COOPERATION.

The School District and Club agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.

6. INSURANCE.

At their own expense, the School District and Club agree to maintain liability insurance for the facilities as is standard for their own business usage; further, each party agrees to name the other as an additional insured on its liability insurance as it applies to parking lot usage.

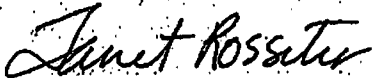
7. TERMINATION.

Either the School District or Club may terminate this agreement at any time on fifteen (15) days written notice to the other.

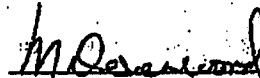
Dated this 3 day of December, 2015.

SCHOOL DISTRICT OF LA CROSSE

BOYS AND GIRLS CLUBS
OF GREATER LA CROSSE



By Janet Rossiter
Executive Director of Business Services



By Mike Desmond
Executive Director