

Pettibone Park Lagoon User Agreement

THIS USER AGREEMENT ("Agreement") made this _____ by and between the City of La Crosse (hereinafter called "**Landowner**") and Livi Pappadopoulos (hereinafter called "**Tenant**").

WITNESSETH

In consideration of the covenants, conditions and promises hereby mutually taken to be kept and performed by the parties, Landowner hereby demises and agreements unto Tenant and Tenant hereby hires and takes from Landowner the following premises (hereinafter "Storage Premises") situated in Pettibone Park Lagoon, Pettibone Park, City of La Crosse, La Crosse County in the State of Wisconsin, described as follows: That area on Exhibit A ("**premises**") attached hereto and made a part hereof which is located at 101 Pettibone Drive South, La Crosse, Wisconsin. This Agreement also includes the use of one (1) City of La Crosse Parks owned 8'x40' pier with gangway ("**dock**") as shown in Exhibit B.

- 1) RENT. Tenant agrees to pay Landowner fee of Five Hundred and 00/100 (\$500.00). Fee payment shall be made payable to City of La Crosse Parks and is due at the time of this Agreement execution.
- 2) TERM. The term of this Agreement shall be from May 20, 2024, through October 31, 2024. This Agreement may be, at the sole discretion of the Landowner, with approval of the Board of Park Commissioners, extended for five (5) one (1)-year TERM periods.
- 3) USE. This Agreement allows use of the Pettibone Park Lagoon area as shown in Exhibit A by the Tenant. This Agreement does not grant the Tenant with any property rights to park property including but not limited to possessory rights, nor the right to restrict access and use of any member of the general public on park property. The Landowner and other authorized parties shall have the right to occupy or permit the use of any portion of the Agreement premises not granted to Tenant under this agreement to any person, firm or entity regardless of the nature of the use of such other space. Tenant shall comply with all municipal, state, and federal laws and regulations affecting its use of the space. Tenant is solely responsible for obtaining and payment of any licenses and permits as may be required. Any violation of these terms or provisions shall constitute a default under this User Agreement.
 - A. DOCK/LOGS. Tenant shall use and occupy the Agreement premises as outlined in Exhibit A to secure a dock and logs. Storage of logs in the Agreement premises may occur any time during the term of the agreement. Logs must be locked to, or placed on top of and locked, dock when not being used. Access to dock and logs is limited to Park Hours of 6am to 11pm. Tenant is allowed to use City Parks dock as shown in Exhibit B and shall provide at Tenant's sole expense a pre-approved by Park Management, a locked gated access system deemed sufficient to secure the dock and logs. Tenant agrees to keep dock gate locked when Tenant is not present at premises. Landowner is to be provided a key to or code for dock gate for the purpose of any safety or security issues deemed necessary. Tenant shall, at its sole expense, maintain City owned dock, in as is condition and any transportation costs to deliver and place dock in the approved location premises. Tenant shall be responsible for dock placement, and any expenses related to, an approved off-season storage location approved by

Park Management at the end of this Agreement. In the event of an impending flood with a local Mississippi River stage expected to reach 9' or above, Tenant shall at its sole expense move dock to one of two lagoon fishing piers, at the direction of the Parks Department, and safely chain dock to fishing pier for safety until such time the expected Mississippi River stage goes below, and is expected to remain under a 9' river stage, before at its sole expense, locate dock back to Agreement premises.

- a) APPROVED PROGRAMMING: Tenant is permitted to utilize Agreement premises for the practices and training associated with the sport of Log Rolling provided that no admission is collected, or fee charged for services rendered by Tenant.
 - i) PROGRAM SUPERVISION. It shall be the sole responsibility and obligation of the Tenant to provide all necessary and required supervision of programs and program participants. Tenant further agrees that its staff and participants will follow all the Landowner's policies, procedures, and regulations when on the Agreement premises. If Tenant or participants fail to follow any of the foregoing, including Landowner's policies, procedures and regulations, then Landowner shall have the authority, in its sole discretion, to prohibit said person/participants from entering on the premises.
 - b) PARKING: Parking is allowed only in designated areas. All vehicles are prohibited on park property except on park roads and parkways designated for public transportation. It is Tenant's responsibility to inform participants and spectators to park in public parking areas. This prohibition shall not apply to the use of motorized wheelchairs and scooters by individuals requiring these devices for mobility assistance.
 - c) SPECIAL EVENTS: Any special events scheduled, either by Tenant or other organizations the Tenant approves, shall be pre-approved by Park Management, and the Board of Park Commissioners if determined by Park Management, prior to the event being held. All appropriate permits, insurance, and other requirements established by Park Management, Board of Park Commissioners or City Ordinance shall be in-place prior to the special event.
- 4) PROHIBITED USE. Tenant may not sell or barter any goods or services within the Agreement premises without authorized permission from the Landowner. Tenant shall not generate, release, store, or dispose of in or around the Agreement premises any flammable, corrosive, organic, biological, chemical, odorous, noxious, or other dangerous or hazardous materials. Tenant shall immediately dispose of all trash, rubbish, and refuse. Nothing may be stored outside of the premises.
- 5) SAFETY AND NOTIFICATION. Tenant shall be responsible for ensuring that its agents, servants, employees, customers, instructors, program participants, or invitees comply with applicable laws and obey any written safety rules provided by Landowner while using the Agreement premises and shall have on-file at all times an approved waiver of liability Exhibit C. Tenant shall not intentionally or unreasonably interfere with other operations or create any danger or safety hazard at the Agreement premises. Tenant shall notify Landowner if they believe there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal Notices shall be addressed to the Contacts defined below for each of the parties or to a contact otherwise designated by the parties, and may be given by e-mail, facsimile, or by mail. Notices will be deemed to have been received upon the production of a relevant receipt document.

- 6) MAINTENANCE. Tenant shall always maintain the Agreement premises in a neat and clean condition during the term hereof.
- 7) INDEMNIFICATION. Landowner shall not be responsible to Tenant, or to Tenant's agents, servants, employees, customers, instructors, program participants, or invitees for any damage to person or property caused by any act including flood, omission or neglect of Tenant, and Tenant agrees to hold Landowner harmless from all claims for such damage. Tenant shall not be liable to Landowner, or to Landowner's agents, servants, employees, customers, or invitees for any damage or neglect of Landowner, and Landowner agrees to hold Tenant harmless from all claims for such damages.
- 8) INSURANCE. Tenant agrees to purchase and to carry comprehensive public liability insurance (or a comparable coverage under a program of self-insurance) covering all acts of Tenant, its employees, agents, representatives, and guests on or about the premises, in a general aggregate limit amount of not less than Two Million Dollars (\$2,000,000.00) as shown in Exhibit D Tenant shall be responsible for insuring Tenant's contents. Landowner does not provide insurance for stored goods.
- 9) CONDEMNATION. If the Agreement premises shall be taken or condemned for any public purpose to such extent as to render the Agreement premises untenable, this Agreement shall, at the option of either party, forthwith cease and terminate.
- 10) CASUALTY. In the event of a flood, fire, or other casualty affecting the Agreement premises, Tenant shall immediately give notice thereof to Landowner.
- 11) SUBLETTING. Tenant shall not have the right to assign this Agreement or sublet the Agreement premises or any portion hereof without the prior written consent of Landowner.
- 12) SURRENDER. Whenever the term herein demised shall be terminated, whether by lapse of time, forfeiture, or in any other way, Tenant covenants and agrees that it will at once surrender and deliver the Agreement premises to Landowner in as good condition as was when Tenant took possession.
- 13) DEFAULT BY TENANT. If default shall be made in the payment of any sum to be paid to Landowner under this User Agreement and default shall continue for ten (10) days after written notice from Landowner or if default should be made in the performance of any other covenants or conditions in which Tenant is required to observe and perform hereunder and such default shall continue for twenty (20) days, Landowner may (i) terminate this User Agreement and forthwith repossess the Agreement premises and remove all property therefrom and be entitled to recover damages or seek equitable relief in accordance with the laws of the State of Wisconsin; or (ii) Landowner may terminate Tenant's right of possession (but not the User Agreement) and may repossess the Agreement premises without demand or notice of any kind to Tenant and without terminating this User Agreement in which event Landowner may, but shall be under no obligation to, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landowner, and Tenant shall remain liable for rents payable under the User Agreement; provided, however, that any rents received from a reletting of the Agreement premises by Landowner shall be credited to the account of Tenant after deduction for costs of recovering possession and all costs and expenses sustained by Landowner in reletting the Agreement Premises.

- 14) CONDITION AND ALTERATION OF SPACE. Tenant has inspected the space and accepts it “as is”. Tenant shall immediately notify Landowner of any fire, flood, or other casualty, defects, or dangerous conditions. Tenant shall keep the Agreement premises in good order and condition and shall pay for all repairs to the Agreement premises arising out of the negligence or willful misconduct of Tenant, its agents, employees, licensees, invitees, or contractors. Tenant shall not attach anything to any part of the property aside from dock.
- 15) REPRESENTATION. Except as specifically permitted in this User Agreement, Tenant shall not use the names or trademarks of Landowner or any of Landowner's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication unless Landowner has provided prior written consent for the particular use contemplated. Tenant cannot speak on behalf of the Landowner. The Tenant is not representative of the Landowner. Tenant agrees that Tenant, invitees, or any other party affiliated with the same, shall not hold himself or herself out as a representative, shall not so act, and shall not represent himself or herself as an agent of the Landowner, or any organization affiliated with the Landowner without prior written authorization of the Landowner.
- 16) The terms of this Section survive the termination, expiration, non-renewal, or rescission of this User Agreement.
- 17) SUCCESSOR AND ASSIGNS. The terms and provision of this User Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors, and assigns.
- 18) SEVERABILITY. In the event that any provision of this User Agreement shall be held invalid or unenforceable, no other provision of this User Agreement shall be affected by such holding, and all the remaining provision of this User Agreement shall continue in full force and effect pursuant to the terms hereof.
- 19) COUNTERPARTS. This User Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.
- 20) ENTIRE AGREEMENT. This User Agreement is the entire agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this User Agreement the day and year first written above.

LANDOWNER:

CITY OF LA CROSSE

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

Livi Pappadopoulos

By: _____

Name: _____

Its: _____

Date: _____

[SIGNATURE PAGE TO USER AGREEMENT]