

**MAINTENANCE AGREEMENT BETWEEN**

**CITY OF MANITOWOC**

**AND**

**MANITOWOC AMERICAN LEGION BASEBALL, INC**

**FOR USE AND BASEBALL FIELDS**

**THIS MAINTENANCE AGREEMENT** is made and entered into this \_\_\_\_ day of June, 2021, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the Manitowoc American Legion Baseball, Inc. (hereinafter “American Legion”),

**WITNESSETH,**

**WHEREAS,** the City owns the premises known as Municipal Baseball Field located in the City of Manitowoc, Manitowoc County, Wisconsin; and

**WHEREAS,** American Legion runs a youth baseball program for the benefit of all of the community, which is open for registration to any members of the Manitowoc County; and

**WHEREAS,** the City and American Legion wish to continue their long-standing relationship and establish contractual responsibilities for the use of Municipal Field. American Legion will be granted use of Municipal Field at no cost in exchange for field maintenance during the summer baseball season.

**NOW, THEREFORE,** in consideration of these premises and of the mutual covenants and agreements set forth, the parties agree as follows:

1. **MAINTENANCE.** The City and American Legion will be sharing maintenance and operational responsibilities on the ball diamond field and complex at Municipal Field as follows:

**A. City Responsibilities.**

- i. Cut grass and string trim at Municipal Field once per week. If additional cuttings are needed, American Legion President and City Parks and Rec. Division Manager will coordinate.
- ii. All general maintenance of the complex
- iii. Routine pickup of garbage from agreed upon location

- iv. Providing all field maintenance materials, including sand, clay, diamond mix, diamond dry, chalk, paint, fertilizer
- v. Layout and painting of outfield lines
- vi. Fence maintenance
- vii. Insurance of facilities
- viii. Lighting repairs
- ix. Building repairs to include existing infrastructure, storm damage, vandalism, and normal maintenance
- x. Utility expenses
- xi. Allow use of concession stand at no cost

**B. American Legion Responsibilities.**

American Legion Baseball program agrees to perform 300 hrs of general field and facility maintenance throughout this agreement term in lieu of rental payment.

- i. Municipal Field (June through fall)
- ii. Grooming/cutting/watering of field.
- iii. Remove water as needed.
- iv. Prepare for games – lining, fences, bases, etc.
- v. Restroom & concession stand maintenance & supplies
- vi. Monitor equipment for maintaining field- drag, lining machine, lime, paint, rakes, pumps, hoses, etc. Coordinate with City Parks and Rec. Dept.
- vii. Inform City Parks and Rec Division of all field use and event schedule annually and upon additions or changes.

2. **SCHEDULING ANDS FIELD PRIORITY.** The parties agree to follow the Scheduling and Priority Policy (see separate policy), as amended from time to time, between all field users. Every effort will be made, through collaborative scheduling with other field users and City Parks and Rec Division, not to bump American Legion Baseball from Municipal Field for practice & games. (See Scheduling Matrix)

3. **USE OF CONCESSION STAND.** American Legion may use the concession stand at no cost during their scheduled games. The City retains ownership of the concession stand and may use it or lease it whenever American Legion does not have a game scheduled.

4. **TERM.** This agreement shall last until December 31, 2021.

5. **INDEMNIFICATION AND INSURANCE**

A. **Indemnification.** Except to the extent of City's reckless or willful misconduct, American Legion agrees to indemnify, hold harmless, and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person arising from American Legion use of the premises, except to the extent of any insurance proceeds received from American Legion's insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of willful misconduct of the City. American Legion shall indemnify for property damage where not otherwise addressed in this agreement.

B. **Insurance.** American Legion agrees that it shall provide to the City at its own cost and expense insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a thirty calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds as their interests may appear. A Certificate of Insurance for all required insurance shall be filed with the City at or before American Legion signs this Agreement.

1. **General Liability.** Comprehensive general liability insurance including contractual liability, personal injury liability, products and completed operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. This insurance shall be required for the full term of the license and any renewal periods.

2. **Statutory Insurance.** American Legion shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.

6. **DEFAULT AND TERMINATION.**

A. In the event American Legion shall not complete required maintenance as outlined in the responsibilities list above to the satisfaction of the City Parks and

Rec. Manager, the City shall give notice to American Legion giving American Legion a reasonable amount of time to cure the maintenance issue. Should American Legion fail to comply, they shall be charged standard field rental fees pursuant to the City's schedule until the defect is cured.

- B.** In the event of lapse of insurance policies or coverage as required by this Agreement the City may, without notice, declare this Agreement terminated. American Legion shall have no access rights to or use of the any fields until all insurance policies are in place.
- C.** City or American Legion may terminate this Agreement at any time by giving 30 days written notice to the other party.

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