

PI
1-15-18

**NON-EXCLUSIVE LICENSE
BETWEEN
CITY OF MANITOWOC
AND
MANITOWOC BANDITS
FOR USE OF MUNICIPAL FIELD**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and the Manitowoc Bandits, a Wisconsin not-for-profit Incorporation, (hereinafter "Bandits"), with its principal mailing address of P.O. Box 2334, Manitowoc, Wisconsin 54220.

WITNESSETH,

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

WHEREAS, Bandits desires to license Municipal Field, and the adjoining parking lot, to conduct baseball games, ticket sales offices, to sell merchandise and to sell concessions.

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

1. LICENSED PREMISES

A. The City licenses to Bandits property it owns known as Municipal Field as outlined on the map attached hereto marked Exhibit "A" which is incorporated herein by reference and more specifically described as: Hinckley's Subdivision that part of Lot 74 which lies south of south line of Grand Avenue and all of Lot 75. The City grants Bandits the non-exclusive use of the concession stand and the non-exclusive use of the parking facilities adjacent to Municipal Field from May 1 to August 31 of each year. The City grants Bandits this license upon the terms and conditions set forth below in this licensure document.

- B. The privilege given herein is not exclusive and the City reserves the right at any time to grant other or similar privileges to use or occupy the premises.
- C. It is understood by and between the parties that this License Agreement creates a license for the non-exclusive use of the premises and that Licensee, Bandits, does not and shall not claim at any time of the license term hereunder, any interest or estate of any kind or extent whatsoever in the premises by virtue of this license or Bandits' use of the premises hereunder. The interest in the estate of said premises being specifically reserved to the Licensor, City.

2. TERM

- A. The term of this License shall be for a period commencing May 1, 2018, and ending August 31, 2021.
- B. Bandits shall have the option to extend this License for one (1) additional three-year period (May 1 through August 31) by serving written notice of its election to so extend upon the City at least 90 (ninety) calendar days prior to March 31 of renewal year. All of the provisions of this License shall be effective during any extension, unless amended in writing by mutual agreement of the parties.

3. USE OF PREMISES

- A. Bandits may use Municipal Field from May 1 to August 31 for the purpose of conducting baseball games and such other uses and activities as are incidental thereto and outlined herein.
- B. Manitowoc American Legion, MPSD, Heat, Lutheran, and Roncalli High School may use the baseball facilities for regular season and playoff games. The City shall have the full responsibility and authority to direct the operation and use of Municipal Field for all baseball related activities and uses. Bandits and the City shall have the responsibility to coordinate the scheduling of all users of Municipal Field. The City has the authority to establish time limits for the use of the field by baseball users and to make decisions on the suitability and playability of the field during inclement weather.
- C. The City reserves the right to use the Municipal Field facilities for any baseball event or non-baseball event on those days, or at those times that the facilities are not in use by Bandits or other baseball teams. When the City uses the facilities for any City sponsored event, the City shall be responsible for maintaining and cleaning Municipal Field during and after the event.

- D. The parking lot facilities adjacent to Municipal Field shall be available for use by Bandits and its patrons on a non-exclusive basis. No charge shall be made by Bandits for the parking of motor vehicles.
- E. The scoreboard and public address system at Municipal Field may be used and operated by Bandits. The City shall maintain the scoreboard and the public address system. Bandits shall be responsible for providing qualified personnel to operate the scoreboard and public address system.

4. SCHEDULING OF BANDITS USE OF PREMISES

- A. Bandits shall provide the City by January 15th or a later date as mutually agreed upon, preceding each baseball season a list of requested play dates. City shall make a good faith effort to accommodate Bandits' requests, taking into consideration the needs of other users of the premises, namely high school teams, American Legion teams and the Recreation Department of the City. The dates for the 2018 season are attached hereto as Exhibit B and incorporated herein by reference.
 - i. Bandits may negotiate dates, additional to official game and workouts with prior written approval of the City.
 - ii. American Legion Baseball shall retain priority scheduling rights to Municipal Field.
 - iii. Access to the licensed premises on dates other than provided for in the annual home game schedule, attached hereto and incorporated herein by reference, by Bandits, shall be at the sole discretion of the City through the Director of Public Infrastructure. In the event there is a conflict of dates scheduled by more than one entity, the decision on priority of use shall be in the sole discretion of the Public Infrastructure Committee.

5. MAINTENANCE AND REPAIR

A. City's Responsibility

- i. The City, at its cost and expense and discretion, shall furnish all personnel, materials, supplies, equipment and services necessary to operate, protect, preserve, maintain, restore and repair Municipal Field, including damage caused by normal wear and tear.

- ii. The City shall maintain and repair the playing field, grandstand, stadium grounds, scoreboard, restrooms, interior and exterior fencing, concession stands, field lighting and all other areas of Municipal Field.
- iii. The maintenance and repairs will be completed by the City so that Municipal Field will be available and equipped for use of baseball games and will be maintained in a neat, clean, attractive and safe manner and will constitute a high quality baseball field and related facilities for athletic events and such other events as can be reasonably conducted in facilities of this type.
- iv. The City shall provide trash-hauling services and pay for the removal of trash generated by activities at Municipal Field.
- v. The City, by its Director of Public Infrastructure, or his/her designee, shall inspect periodically to insure that Bandits is properly maintaining Municipal Field after their use thereof. All inspections shall be scheduled in advance by mutual agreement. All inspections shall be done with a representative of Bandits. A written inspection report shall be prepared by the City and submitted to Bandits. If the maintenance is not in accordance with the terms of this agreement, the City's Director of Public Infrastructure shall notify Bandits of the deficiencies in writing.

Bandits shall correct all deficiencies within the time as required by the Director of Public Infrastructure, which shall not exceed two (2) weeks. If not completed as required, the City shall cause the work to be done, charge Bandits for the cost of the work, and the billing for the cost shall be immediately due and payable.

B. Bandits' Responsibility

- i. Bandits shall be responsible for any and all trash generated by activities at Municipal Field from their use of the same, including trash in the adjacent parking lot and within the confines and appurtenant area of Municipal Field. All litter and trash shall be removed within 24 (twenty-four) hours of the conclusion of a game. Any and all trash collected shall be placed in containers provided by the City.
- ii. Bandits shall be responsible for cleaning any concession area used by them for activities at Municipal Field including cleaning and sanitizing, if necessary, any equipment, tools, stoves, refrigerators, counters, floors,

walls or any other item used for activities of sale of concessions at Municipal Field.

- iii. Any additional playing field maintenance required by Bandits, above and beyond that which is provided by the City under Section A. ii. and iii. herein, shall be the responsibility of Bandits. If the City provides additional field maintenance at Bandits' request, Bandits shall reimburse the City for its expenses on a time and materials basis reflecting actual costs to the City.
- iv. Requests by Bandits for utilization of City employees for obligations not required by this License will be scheduled as time allows. City expenses for labor supplied to Bandits in addition to maintenance and repairs required by this agreement shall be charged to Bandits.

6. **UTILITIES.** The City shall pay for gas and electric charges for Municipal Field directly to Manitowoc Public Utilities. The City will pay sewer and water utility charges for Municipal Field directly to the City Treasurer. All utility and sewer charges shall be paid on or before the due date. Any other utility extended to the premises shall be the responsibility of Bandits. No telephone service shall be installed without the express written consent of the City's Public Infrastructure Committee.

7. **ALTERATIONS AND IMPROVEMENTS**

- A. The City provides the licensed premises "as is".
- B. Bandits shall make no structural alterations or improvements of the licensed premises without first submitting plans and specifications therefore to the City for written approval. Specific authority must be granted by the City's Public Infrastructure Committee and the Common Council before any alterations or improvements are made.
- C. Bandits shall guarantee the satisfactory completion of the improvements and payments of all debts and claims arising from the construction shall be the sole cost and expense of Bandits. The City may impose reasonable conditions, including posting of performance guarantees as a condition of granting permission to all improvements.
- D. Any repairs or improvements made to the licensed premises by Bandits shall be for the purpose of improving the premises as a baseball stadium.
- E. Any improvements or alterations necessary to comply with Federal, State and Local laws shall be the responsibility of the City. Bandits shall comply with all

Federal, State and Local laws at the time they make any improvements or alterations to the premises.

- F. The parties acknowledge that all improvements to the premises are the property of the City.
- G. Bandits shall be responsible to pay for all damages to the facilities caused by Bandits' use of the licensed premises.
- H. In no event shall Bandits commit any construction or other lien to attach to the licensed premises. Should a lien attach to the premises, Bandits shall remove such lien immediately unless the City elects to do so at Bandits' cost.
- I. Bandits shall submit to Public Infrastructure Committee by September 15th of each year a list of capital improvement projects proposed by Bandits to be considered for construction on the licensed premises during the next year. Bandits shall indicate the estimated cost of each project and the amount that Bandits would contribute toward the payment of the cost of each project. Bandits' list of projects may be included in the City's Capital Improvement Program and reviewed annually by the Public Infrastructure Committee and the Common Council. Bandits may invest any and all net income from the operations of Bandits in the licensed premises to fund capital improvement projects.

8. LICENSE FEE – CAPITAL IMPROVEMENT FEE

A. License Fee

- i. The fee for the privilege of the Licensee, Bandits, to use Municipal Field as provided in this Agreement shall be one dollar and no/100 (\$1.00) per year during the duration of this License.
- ii. The licensee fee shall be paid to the City Clerk on or before May 1, 2018, and on or before May 1 of each succeeding year of the license unless the license is terminated, revoked or discontinued for cause or by request of a party hereto pursuant to the terms herein.

B. Capital Improvement Fee

- i. In addition to the license fee, Bandits agrees to provide to the City one of the following:
 - 1. A fee of \$100 per event date; or

2. Improvement to the licensed premises as designated and valued solely by the City, equivalent to \$100 per event date.
- ii. Bandits may combine options 1. and 2. above as long as their total value equals \$100 per event date.
- iii. With prior written approval, Bandits may make capital improvements in one (1) year of the license at less than \$100 per event date provided the balance of the difference between the capital specific budget line item designated for capital improvements at Municipal Field is tendered to the City.
- iv. Bandits shall report to City's Public Infrastructure Committee by September 15th of each year the value of the improvements in the current year, proposals for the next succeeding year and suggested uses of any monetary deposits being made to the City.
- v. The City retains the right to make all final decisions on improvements to the Municipal Field Baseball Complex.

9. **CONCESSIONS, REVENUES, LICENSES, SALE OF FERMENTED MALT BEVERAGES**

A. **Concessions**

- i. Bandits shall be authorized to occupy and utilize the concessions stand at Municipal Field only during the dates and times of their home games.
 1. Concessions may be open to the public from two (2) hours prior to the beginning of the game but shall close at the end of the game.
 2. Bandits shall have one (1) hour after the end of the game to clean up the stand and close and secure the same.

B. **Revenues**

- i. Bandits shall receive all revenue from sales related to admissions, advertising, programs, novelties, television and radio rights and food and beverage concessions.
- ii. Bandits shall bear all costs, losses and liabilities associated with the operation of the sale of the activities stated in i. above. The City shall have no liability for any costs related to concessions, admissions, advertising, programs, novelties, television, radio, food or beverages.

- iii. Bandits agrees not to sell or give away any cigarette or tobacco products on City premises.
- iv. Bandits shall be solely responsible for ticket sales and promotions of its sponsored events including personnel to collect tickets and sell them at Municipal Field.

C. Licenses

- i. Bandits shall obtain and keep in good standing all licenses and permits required for their operation.
- ii. The cost of obtaining any license or permit is solely that of Bandits.
- iii. Failure to obtain or maintain required permits or licenses shall result in the prohibition of the activity so licensed or permitted.

D. Sale of Fermented Malt Beverages

- i. Provided Bandits obtain the appropriate permit to sell fermented malt beverages on the licensed premises, such beverage may only be sold in an area that is fenced off and separated from the remaining portion of the licensed premises.
- ii. Bandits shall provide adequate security and personnel to assure no fermented malt beverages are removed from the fenced off area to other portions of the premise.
- iii. Bandits shall be solely responsible to assure that underage persons are not sold, served or consume fermented malt beverages on the licensed premises.
- iv. Bandits agrees that the sale of fermented malt beverages on the premises shall be subject to additional regulations which may be imposed by the City.

10. FINANCIAL RECORDS

- A. Bandits shall maintain current financial records which shall be available for inspection by City representatives after reasonable notice. Bandits shall prepare an annual financial report on the results of the baseball operations which shall be available no later than ninety (90) calendar days after the end of each fiscal year. Copies of the report must be furnished to the City's Director of Public

Infrastructure. Bandits shall use the business year of January 1 to December 31 as its fiscal year.

- B. The Annual Financial Report shall be certified to its accuracy by the General Manager of Bandits.
- C. By December 15th of each year, Bandits shall prepare a preliminary financial report of the baseball season for that year and file such report with the City's Director of Public Infrastructure. Such report shall be prepared by an independent certified public accountant in accordance with the standards of the American Institute of Certified Public Accountants.
- D. Bandits records shall be confidential and proprietary to the extent authorized by law to be withheld from public records request, and shall not be considered a public record and shall not be used for any purpose other than the negotiation of subsequent licenses or license extensions.

11. PROTECTION OF LICENSED PREMISES

- A. Bandits shall exercise due care to protect the premises from all forms of property loss or damage. Bandits shall be responsible to reimburse City for damage to property or facilities which occurs during Bandits' use of the property or equipment hereunder. These charges shall include personnel costs incurred by the City's Parks and Recreation Department to correct any such damages. Waste or damage by act or omission of Bandits shall be grounds for termination of this license.

12. ASSIGNMENT AND SUBCONTRACTING

- A. Bandits shall not assign this license or any interest therein. Bandits shall not subcontract the use of the premises without prior written approval of the City.

13. INDEMNIFICATION AND INSURANCE

- A. Indemnification. Bandits hereby agrees to hold the City, its employees, officials, officers and agents harmless and to indemnify 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 or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from Bandits use of the premises, except to the extent of any insurance proceeds received from Bandits' insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of willful misconduct of the City.

B. Insurance. Bandits 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 (30) 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 Bandits signs this License 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. **Liquor Liability Insurance.** Liquor liability insurance in the amount of coverage of at least \$400,000 per occurrence (unless Bandits employs an independent concessionaire to secure such liquor liability insurance coverage).
3. **Statutory Insurance.** Bandits shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.
4. **Waiver of Subrogation.** Bandits agrees to waive all rights against the City for damage caused by fire or other perils to the extent covered by insurance provided under the builder's risk and property insurance. Bandits shall also require waivers by all contractors or subcontractors hired by Bandits against the City for damage caused by fire or other perils to the extent covered by insurance provided under the builder's risk and property insurance. Waivers shall be for the term of the license and subsequent renewal periods. City agrees to waive all rights against Bandits for damage caused by fire or other perils to the extent covered by City's insurance.

14. DEFAULT AND TERMINATION

- A.** In the event Bandits shall default in any of the amounts due to the City as set forth in this License 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 fifteen (15) calendar days after written notice thereof to Bandits or: (1) Bandits shall make an assignment of its property for the benefit of creditors, or (2) Bandits shall petition a court to be adjudged bankrupt, or (3) if a petition in bankruptcy shall be filed in an court against Bandits for more than

thirty (30) calendar days, or (4) if Bandits be judicially determined to be insolvent, or (5) Bandits shall be adjudged bankrupt, or (6) if a receiver or other officer shall be appointed to take charge of the whole or any part of Bandits' property or to wind up or liquidate its affairs, or (7) if Bandits shall seek a reorganization under any of the terms of the National Bankruptcy Act, as amended from time to time, or under any other insolvency law, or (8) Bandits shall admit in writing its inability to pay its debts as they become due, or (9) if any final judgment shall be rendered against Bandits and remain unsatisfied for a period of thirty (30) calendar days from the date on which it becomes final, or (10) if Bandits shall abandon the facility, the City may, as its option and in addition to all other rights and remedies which it may have at law or in equity against Bandits, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this License and all rights of Bandits hereunder.

- B.** Further, in the event of lapse of insurance policies or coverage and protection as required by this License the City may, without notice of default, declare this License terminated. Bandits shall have no access rights to or use of the premises unless all insurance policies required by this License are in full force and effect.
- C.** Further, in the event of default as defined in this section, the City may declare the present value of the balance of the unpaid License Fee or Capital Improvement Fee for the term of this License immediately due and payable and if not paid within ten (10) calendar days after written notice to Bandits, City shall be entitled to immediate judgment against Bandits for all amounts due and owing. In the event of termination of this License for default, Bandits shall make no claim for compensation for the capital improvements furnished under this License and the City shall retain title and ownership of the said premises, together with all buildings and improvements thereon, without any payment whatsoever to Bandits. No improvements, buildings or fixtures shall be removed from the above described premises during the term of this License or renewal period of this License without the written consent of the City.
- D.** Notwithstanding any of the other provisions of this License, the City may terminate this License without cause upon thirty (30) calendar days written notice to Bandits, as long as the effective date of termination does not fall within the regular season.

15. TEAM OPERATIONS AND MANAGEMENT

A. Bandits is not a department or division of the City of Manitowoc. The relationship between the parties is that of licensor and licensee. Bandits accepts full and exclusive responsibility for payment of any and all taxes arising out of Bandits' baseball operations including, but not limited to, income taxes, employee withholding taxes, employer contributions for employee's social security taxes, sales tax on sales of merchandise and any other tax that may arise out of Bandits' operations and activities.

B. Bandits acknowledges that they are an independent contractor and assumes all financial and management responsibilities for their operations and that nothing in this License Agreement creates a partnership, employer/employee or corporate relationship between Bandits and the City.

16. IMPOSSIBILITY OF PERFORMANCE. Neither the City nor Bandits shall be obligated to or liable for the performance of any term or condition of this License 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.

17. DAMAGE OR DESTRUCTION. In the event of damage or destruction of any improvements on the licensed facilities, the City shall have the option of applying such insurance proceeds as it may receive to the reconstruction or repair thereof as soon as practicable, or the City may elect not to rebuild any building or structure which is destroyed or damaged to the extent of 50% or more of its value and declare this License terminated. For any reason, should any such damage or loss not be covered by insurance, the City has the option to terminate this License rather than reconstruct or repair any damage or destroyed facilities or improvements at its cost and expense.

18. LAWS. Bandits agrees to be bound by and abide by all Local, State and Federal laws and regulations, including any City of Manitowoc Municipal Ordinance and rules of the City Parks and Recreation Department.

19. CROWD CONTROL

A. Bandits assumes full responsibility for the conduct of all persons admitted to the premises by Bandits or its officers, directors, employees or agents.

B. Bandits shall during the periods of use of such facilities provide security personnel and shall make arrangements as necessary to secure the concession

stands, locker rooms, if any, and other facilities for the protection of persons and property.

- C. Bandits shall not admit to the premises a larger number of persons that can safely and freely move about in the enclosed portion of the spectator facilities.
- D. The City reserves the right to eject any person from the premises who behaves in such a manner as to endanger the safety of persons or property at that location. Bandits hereby waives any right to make a claim for damages against the City for ejecting any person from the premises who behaves in such a manner.
- E. Bandits shall provide, including but not limited to, players, coaches, managers, ushers, ticket sellers, scorekeepers, public address announcers, concession staff, security staff and cleaning crew. Bandits agrees to employ staff adequate to provide outstanding customer service.

20. **ADVERTISING AND OTHER GRAPHICS.** Bandits shall be authorized to solicit advertising to be displayed on the outfield fence of the baseball diamond. Bandits shall be authorized to retain all revenues therefrom. However, any such advertising shall be subject to prior written approval by the City's Public Infrastructure Committee as to content, construction and location. The City shall have no responsibility to construct or maintain any signage or be responsible for any damage to signs or content.

21. **BINDING ON PARTIES.** This License Agreement shall be binding on the parties hereto, their respective heirs, devisees and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties who executed this Agreement.

22. **NOTICES.** All notices required to be given under the terms of this License Agreement shall be personally delivered or sent, registered or certified mail postage prepaid, by depositing the same in the United States mail addressed as follows:

CITY: City Clerk
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

BANDITS: Jim Kaufmann
Manitowoc Bandits Inc.
1305A South 14th Street
Manitowoc, WI 54220

23. **AGREEMENT COVERED BY LAWS OF WISCONSIN.** This Agreement shall be deemed executed in the City of Manitowoc and in the State of Wisconsin and governed by the laws of the State of Wisconsin.
24. **TITLE TO BE RETAINED BY CITY.** Upon the expiration of this License Agreement the City shall retain title and ownership of the premises together with all buildings and improvements thereon without any payments whatsoever to Bandits.
25. **NON-DISCRIMINATION.** In the performance of the services under this License Agreement, Bandits agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, 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. Bandits further agree not to discriminate against any subcontractor or person who offers to subcontract on this License Agreement because of race, religion, color, age, disability, sex or national origin.
26. **NO WAIVER.** No consent or waiver, expressed or implied, by City to or of any breach by Bandits of any covenant, condition or duty hereunder, nor any failure of City to enforce any such covenant, condition or duty, shall be construed as a consent or waiver to or of any other breach of the same or of any other covenant, condition or duty. In any event, no consent or waiver by City shall be effective unless in writing and signed by the authorized personnel of the City, and no acceptance of fees by City shall constitute a waiver by City to or of any default by Bandits.
27. **COSTS, EXPENSES AND ATTORNEY'S FEES.** If either City or Bandits shall commence any litigation or other action against the other party thereto, to enforce the covenants and agreements in this License or in any other way relating to this License, then the party prevailing in such litigation or other action shall be entitled, in addition to any other remedy or relief as may be granted, all costs, expenses and reasonable attorney's fees that may be incurred or paid by such prevailing party in such litigation or other action.
28. **DRAFTING OF AGREEMENT.** All parties have contributed to the drafting of this License. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement ability of this License or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this License or any portion thereof.
29. **MODIFICATION/HEADINGS/LAW.** This is the entire Agreement made this date between the parties and any modification, change or amendment shall be in writing executed with the same formality as this document. Neither this License nor any of the terms, covenants or conditions hereof may be modified or amended, except by an agreement in writing, duly executed and delivered by the party against whom enforcement of such modification or amendment is sought. The headings of the sections and subsections of this License are for convenience only and shall in no way

affect the construction or effect any of the terms, covenants and conditions hereof . This License and each and all of the terms, covenants, and conditions hereof shall be interpreted in accordance with and governed in all respects by the internal laws of the State of Wisconsin.

30. **CONFLICTS.** If the provisions of any agreement, contract, note, mortgage, security agreement, or other document between the parties hereto conflict with the provisions of this License, the provisions of this License shall control unless the City determines otherwise.

31. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and such reminder would then continue to conform to the requirements of applicable laws and the License.

IN WITNESS WHEREOF, the City of Manitowoc has cause this instrument to be signed by its Mayor and City Clerk having been duly authorized to do so, and the Manitowoc Bandits Inc. has caused this instrument to be signed by its Representatives and its corporate seal to be affixed, having been duly authorized to do so this _____ day of _____ 2018.

CITY OF MANITOWOC:

By: _____
Justin M. Nickels, Mayor

By: _____
Deborah Neuser, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this _____ day of _____ 2018, the above signed Justin M. Nickels, Mayor, and Deborah Neuser, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by their authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

Approved as to Form:

Kathleen McDaniel, City Attorney

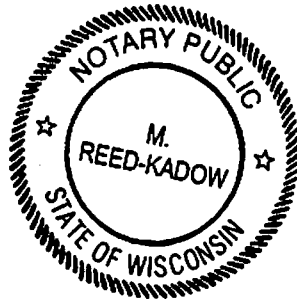
MANITOWOC BANDITS:

By: *Jim Kaufmann*
Jim Kaufmann, General Manager
President *OK*

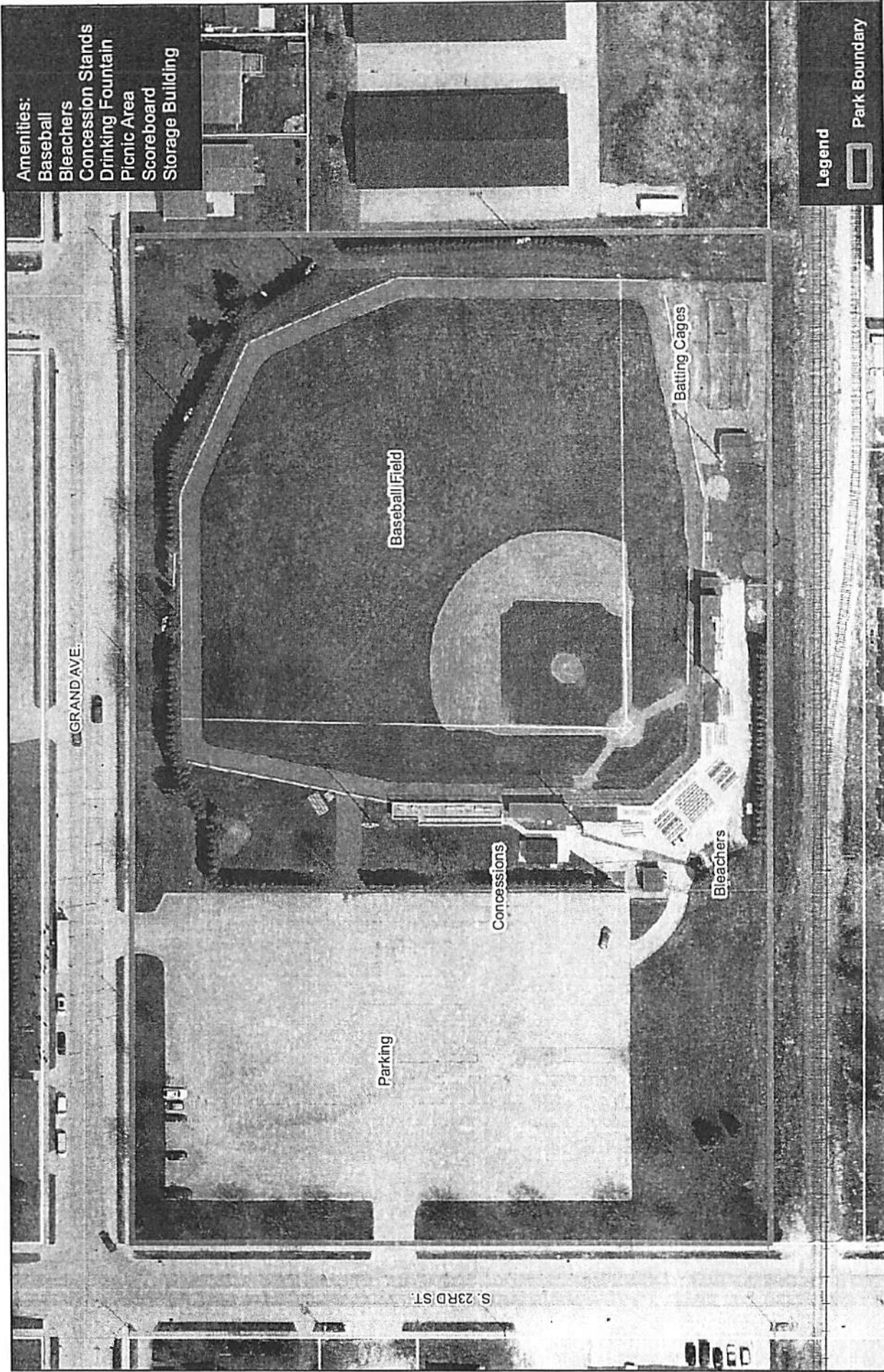
By: _____
Print: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this 10th day of January, 2018, the above signed Jim Kaufmann, General Manager, and _____ (title) and acknowledged that they/he executed the foregoing instrument personally and by his/their authority.



M. Reed-Kadow
Notary Public
Manistowic County,
My commission (expires) (is): 8/15/21



Municipal Baseball Field

City of Manitowoc, Wisconsin



Bandits baseball 2018 schedule

Thurs June 14 7:30 PM Manitowoc Heat
Mon. June 18 7:30 PM @Green Bay Storm (VandenPlas Field)
Thur. June 21 7:30 PM Sheboygan A's
Sat June 23 1:00 PM Marinette Redbirds (DH)
Mon June 25 7:15 PM @ Menash Mac's (Koslo Field)
Fri June 29 7:30 PM Appleton Legands
Mon July 2 7:30 PM Menasha Mac's
Sat. July 7 4:45 PM Branch Blaze
Sat. July 7 6:30 PM Manitowoc Heat
Mon. July 9 7:30 PM @ Appleton Legands (USA Youth Sports Complex)
Fri. July 11 7:30 PM DePere Dodgers
Wed. July 13 8:00 PM @ Marinette Redbirds (Pedersen Field)
Wed. July 18 7:30 PM @ DePere Dodgers (Westwood Park)
Wed. July 25 7:30 PM Green Bay Storm
Thur. July 26 7:30 PM @ Sheboygan A's (WildWood Park)