

**MAINTENANCE AGREEMENT BETWEEN
CITY OF MANITOWOC
AND
GOALGETTERS OF MANITOWOC INC.**

FOR USE OF EVERGREEN CEMETERY WEST FOR SOCCER PURPOSES

THIS MAINTENANCE AGREEMENT is made and entered into this ____ day of January, 2026, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and **GOALGETTERS OF MANITOWOC INC.**, a Wisconsin corporation, (hereinafter “Manitowoc Futbol Club or MFC”), with its principal mailing address of PO Box 1542, Manitowoc, WI 54221.

WITNESSETH

WHEREAS, City is the owner of the premises known as Evergreen Cemetery West located in the City of Manitowoc, Manitowoc County, Wisconsin; and

WHEREAS, MFC operates a youth soccer program for the benefit of the community; and

WHEREAS, City and MFC wish to establish contractual responsibilities for the use of Evergreen Cemetery West for soccer practices; and

WHEREAS, MFC will be granted use of said City-owned facilities in exchange for field and property maintenance.

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

1. **MAINTENANCE**. City and MFC share maintenance responsibilities for the fields at Evergreen Cemetery West:

A. City Responsibilities.

- i. Mowing of four designated soccer fields weekly.
- ii. Mowing of remaining grass at Evergreen West Cemetery a minimum of once every two weeks.

B. MFC Responsibilities.

- i. Providing and replacing goals and goal netting
- ii. Painting/Marking of soccer lines on field.
- iii. Field maintenance above and beyond the one-time per week mowing provided by the City, as needed for MFC operations.
- iv. Tree removal is not permitted.
- v. Trimming of lawn around goals.
- vi. Seasonal goal net maintenance and replacement.
- vii. Storage of nets and other equipment off-site in the off-season.
- viii. Maintain designated parking area.

2. **FIELD PRIORITY.** MFC shall provide City with a general practice schedule and have priority during those times at no cost. The fields may be used by the public outside of previously scheduled MFC practices.
3. **USE OF MAINTENANCE EQUIPMENT.** MFC may use their own lawn mowing equipment at Evergreen West Cemetery for purposes of mowing and trimming soccer fields. All volunteers or MFC staff using equipment on City property must have a City liability waiver on file.
4. **TOURNAMENTS AND LEAGUES.** At this time, MFC will only use Evergreen West Cemetery for practice purposes by members of their own club.
5. **TERM.** This agreement shall expire December 31, 2026. After that, it will be automatically renewed for one year terms unless City or MFC gives the other party notice by August 1 of the year prior to which the contract will renew that they do not intend to renew the agreement. Notice shall be given to the addresses listed at the top of this agreement.
6. **INDEMNIFICATION AND INSURANCE**

- A. **Indemnification.** Except to the extent of City's reckless or willful misconduct, MFC agrees to indemnify, hold harmless, and defend 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 MFC use of the premises, except to the extent of any insurance proceeds received from MFC's insurer(s) by City on account of

any such item. Such indemnification shall not apply to acts of willful misconduct of City. MFC shall indemnify for property damage where not otherwise addressed in this agreement.

B. Insurance. MFC agrees that it shall provide to 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 City and 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 City before this Agreement is in effect.

- 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.** MFC shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation.

7. DEFAULT AND TERMINATION.

- A.** In the event MFC shall not complete required maintenance to the satisfaction of the City Parks Supervisor, City shall give notice to MFC giving MFC five business days to cure the maintenance issue. Should MFC fail to comply, City may, without notice, declare this Agreement terminated.
- B.** In the event City shall not complete required maintenance to the satisfaction of MFC, MFC shall give notice to City giving City five business days to cure the maintenance issue. Should City fail to comply, MFC may terminate this Agreement.
- C.** In the event of lapse of insurance policies or coverage as required by this Agreement, City may, without notice, declare this Agreement terminated. MFC shall have no access rights to or use of the fields until all insurance policies are in place.

[Signature page to follow]

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