

CITY FACILITY USE AGREEMENT BETWEEN

CITY OF MANITOWOC

AND

SIMPLY PADDLE, LLC

FOR USE OF CITY PARK AND RECREATION FACILITIES

THIS FACILITY USE AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Manitowoc, Wisconsin, a municipal corporation, ("City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and SIMPLY PADDLE, LLC, a Wisconsin Limited Liability Company, ("Vendor"), with its principal mailing address of 1707 Green Street, Manitowoc, WI 54220.

WITNESSETH

WHEREAS, City owns a kayak launch and the parcel at 1001 River Point Drive, Manitowoc, WI 54220 ("Property"); and

WHEREAS, Vendor wishes to install a solar-powered, self-service kayak kiosk and operate a self-service kayak program on Property; and

WHEREAS, City and Vendor wish to establish contractual responsibilities for the use of Property in which Vendor shall install and operate a self-service kayak rental kiosk. Vendor will be granted use of an area of said City owned space;

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

1. IMPLEMENTATION/OPERATION. The City and Vendor agree to the following:

A. City Responsibilities.

- i. The City shall work with Vendor to identify the location of a concrete pad and kayak kiosk, which shall be determined by City.
- ii. All signage and signage locations for the self-service kayak kiosk, including onsite and wayfinding signage, shall be subject to approval by the City, in its sole discretion.
- iii. City shall work with Vendor to coordinate promotional efforts for the kayak kiosk including, but not limited to, a direct link to Simply Paddle on the Visit Manitowoc Website.
- iv. City shall include the kayak kiosk site in its general safety patrols.

- v. City shall provide a single point of contact to coordinate operational questions, seasonal reviews, and scheduling for City programming use.
- vi. City may provide winter storage, if available, but at the sole discretion of City. City shall notify Vendor by October 1st of each year whether winter storage will be available through City.

B. Vendor Responsibilities.

- i. Vendor shall be responsible for the installation and operation of a solar powered self-service kayak kiosk providing rental for four (4) solo sit-on-top kayaks, two (2) tandem sit-on-top kayaks, and two (2) inflatable stand-up paddleboards (SUP).
- ii. Vendor shall coordinate with City for installation of concrete pad for kayak kiosk placement to be paid for by Vendor including all necessary permits and contractor insurances.
- iii. Vendor shall install kayak kiosk and all necessary equipment for operation.
 - 1. Equipment including, but not limited to, kayaks, stand-up paddleboards (SUP), paddles (kayak and SUP), personal flotation devices (PFD's both adult and youth), SUP coiled leashes, whistles and safety kits.
- iv. Vendor shall manage all customer service, programming, and financial reporting, including the payment of all applicable taxes.
- v. Vendor shall provide a required digital liability waiver for all participants to be approved by City prior to implementation.
- vi. Vendor is responsible for providing all safety signage.

2. **MAINTENANCE.** The City and Vendor share maintenance responsibilities on the facility listed above as follows:

A. City Responsibilities.

- i. City shall cut grass alongside concrete pad and kiosk once per week.
- ii. City shall perform all public kayak launch and dock maintenance to ensure safe, and accessible operation.

B. Vendor Responsibilities.

- i. Vendor agrees to provide weekly cleaning and inspection of rental equipment. All kayaks, paddleboards, paddles and PFD's will be checked for damage, cleaned, sanitized and repaired as needed.

- ii. Kayak kiosk shall be equipped to provide automated system tracking on door and equipment use to ensure rental equipment is properly returned and secured.
 - iii. Vendor shall arrange for annual maintenance and inspection service for rental equipment prior to the season.
 - iv. Vendor is responsible for upkeep of the exterior of the kiosk and shall maintain it in a clean and neat condition.
3. **PAYMENT.** Vendor agrees to provide the City with 10% of gross rental revenue from all kiosk transactions, to be remitted at the end of each operating season, in lieu of a fixed rental payment. Along with payment, vendor shall provide City with detailed annual summary report of rentals, community events and maintenance.
4. **TERM.** The initial term of the Agreement shall commence upon its execution and shall terminate December 31, 2026.

The Agreement shall automatically renew on an annual basis unless written notice is provided to the other party of its intention to not renew the Agreement 60 days prior to the expiration of the then-current term of the Agreement. City shall not unreasonably withhold renewal of the Agreement. Notice is satisfied when provided to the following:

For City:

City Clerk

900 Quay Street

Manitowoc, Wisconsin 54220

For Vendor:

Simply Paddle

1707 Green Street

Manitowoc, Wisconsin 54220

5. INDEMNIFICATION AND INSURANCE

- A. **Indemnification.** Vendor 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 Vendor's use of Property, except to the extent of any insurance proceeds received from Vendor's insurer(s) by the City on account of any such item. Such indemnification shall not apply to acts of reckless or willful misconduct of the City. Vendor shall indemnify the City, its employees, officials, officers, and agents against all property damage and property damage claims arising from Vendor's use of Property, where not otherwise addressed in this agreement.

B. Insurance. Vendor shall provide to the City, at its own 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 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 upon execution of 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.** Vendor shall carry all insurance as required by Wisconsin Statutes. This includes, but is not limited to, workers' compensation insurance.

6. DEFAULT AND TERMINATION.

A. In the event Vendor fails to complete the required vendor responsibilities outlined above, to the satisfaction of the City Parks and Recreation Division Manager or their representative, City shall give notice to Vendor allowing Vendor a reasonable time to cure the maintenance issue. Should Vendor fail to timely cure, Vendor shall be charged for the actual time and cost to City to remediate the issue or be subject to the termination of this Agreement, at City's discretion.

B. In the event City fails to complete the required maintenance or repairs as outlined in responsibilities list above to the satisfaction of Vendor, Vendor shall give notice to City allowing the city a reasonable time to cure the maintenance or repair issue when possible.

C. If any insurance policy or coverage required under this Agreement lapses, City may, without notice, declare this Agreement terminated. Vendor shall have no access rights to utilize the kayak kiosk until all insurance policies are in place.

D. Vendor is responsible for kayak kiosk removal within 30 days of the termination of this agreement. If site is not restored to previous condition after the 30-day period, vendor will be charged standard park rental fees pursuant to the City's schedule until site is fully restored and charged for the actual time and cost to City to remediate the issue. Vendor is not responsible for removing the concrete pad.

E. City or Vendor may terminate this Agreement at any time by giving sixty days written notice to the other party.

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