



**NATIONAL
Gold Medal Winner**



Recreation Services Contracts

Presented to

PRF Board

March 25, 2019

Recreation Services Contract
City of Waukesha – the National Basketball Academy

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and the National Basketball Academy, 34650 Melinz Parkway, Eastlake, OH 44095 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree, and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences March 1, 2019 and terminates March 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than March 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct a Basketball Camp at the Schuetze Recreation Center. Sessions will be one week in length.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for basketball camp, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the basketball camp.
 - d. Basketball camp shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 7 years and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the Schuetze Recreation Center, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following basketball camp.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides two times per year, and in on the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall in consideration of being permitted to use the Licensed Space, TNBA agrees to remit to CWPRF 20% of net revenue check made out to "CWPRF". Payment will be payable within 30 days of completion of camp. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, Clerk/Treasurer
Date: _____

the National Basketball Academy

By Lance Foreman
Date: _____

Schedule 1

Description of Premises

Classes will be held at the following location listed below.

- Schuetze Recreation Center, 1120 Baxter Street, Waukesha, WI

Program Season:

- August

Sessions will be one weeks.

Camp will be held M – Th 9:00 – 4:00 and Friday 9:00 – 1:00

Recreation Services Contract
City of Waukesha - Christina P. Hampe

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Christina P. Hampe, 3401 Overton Ave. Waukesha, WI 53188, referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences May 1, 2019 and terminates May 1, 2021, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than May 1, 2021.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Aqua Zumba classes at Buchner Pool and the Van Male Natatorium, sessions will vary in length from six to nine weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for Aqua Zumba classes, no later than four months before the program is to be held in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the Aqua Zumba program.
 - d. Aqua Zumba shall, at a minimum, address the following goals and objectives:

- i. Providing a safe, group Aqua Zumba program to students of all abilities ages 16 years and older. Modification and props will be used so that movement can be adapted to accommodate all participant levels.
 - ii. Empower participants with the knowledge and motivation to meet and exceed their fitness goals in a safe, fun environment.
 - e. Provider shall provide all necessary training to Aqua Zumba staff and will utilize staff that maintain an Aqua Zumba certification.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect the Premises before and after class, report any issues or concerns to City, and returned the premise to original state.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers or participants in its programs. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within Buchner Pool and the Van Male Natatorium, sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following Aqua Zumba classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of \$7.00 per pupil, per class. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants, and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.

8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Christina P. Hampe

By Christina P. Hampe
Date: _____

Schedule 1

Description of Premises

Classes may be held at one or all locations listed below.

- Buchner Pool, 223 Oakland Ave, Waukesha, WI 53186
- Van Male Natatorium, 227 N Barstow St, Waukesha WI 53188

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will vary in length from six to eight weeks.

Classes will be 45 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract
City of Waukesha – Challenger Sports

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Challenger Sports, 8263 Flint, Lenexa, KS 66214 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree, and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences March 1, 2019 and terminates March 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than March 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Soccer Camps at Lowell Park. Sessions will be one week.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for soccer camp, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the soccer camp program.
 - d. Soccer camp shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 3 years and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
 - l. Provider will also accept registration in which they will pay WPRF \$28 per pupil for the Tiny Tot Program and \$44 per pupil for Half Day Program. WPRF will submit an invoice to the provider after the completion of each session of service.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within Lowell Park, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following camp.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides one time per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of \$84 per child (1 Hour) and \$131 per child (3 Hours), per session. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.

8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, Clerk/Treasurer
Date: _____

Challenger Sports

By David Wiltcher, Executive Account Manager
Date: _____

Schedule 1

Description of Premises

Camp will be held at location listed below.

- Lowell Park, on Michigan Ave

Program Season:

- Summer

Sessions will be one week.

Two different camps will be held: 1 hour and 3 hour.

Recreation Services Contract
City of Waukesha – Malkan Solutions LLC

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Malkan Solutions LLC, 280 Regency Ct., Brookfield, WI 53045 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree, and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences March 1, 2019 and terminates March 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than March 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct various youth cricket classes at various locations. Sessions will be one to six weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the program.
 - d. The program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 4 and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the location, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides two times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of 75% of the per pupil resident rate. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, Clerk/Treasurer
Date: _____

Malkan Solutions LLC

By Meena Malkan, Owner
Date: _____

Schedule 1

Description of Premises

Classes will be held at various location.

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will be one to six weeks in length.

Classes will be 60 - 75 minutes in length.

Recreation Services Contract
City of Waukesha – On the Water Promotion, LLC (Chad Leton)

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and On the Water Promotion, LLC (Chad Leton), N11W31206 Bunker Hill Trail, Delafield, WI 53018 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences May 1, 2019 and terminates May 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than May 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Fishing Program at Heyer Park. Sessions will vary in length, one to three days.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for Fishing classes, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the Fishing Program.
 - d. The Fishing program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 7 years and Up.

- ii. Providing developmentally-appropriate programs for children to develop knowledge in proper fishing safety and develop necessary skills in fishing.
 - e. Provider shall ensure all necessary training to fishing program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises at Heyer Park, 1121 Heyer Dr., Waukesha, WI 53189 for Fishing program.
 - b. City of Waukesha Parks, Recreation and Forestry will be responsible for general trash removal from, and general cleaning of, the Premises following the fishing classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides one time per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services. The provider will receive 75% of the per pupil resident rate. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants, and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.

10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

On the Water Promotion, LLC (Chad Leton, Owner)

By On the Water Promotion, LLC (Chad Leton, Owner)
Date: _____

Schedule 1

Description of Premises

Classes will be held at the location listed below.

- Heyer Park, 1121 Heyer Dr., Waukesha, WI

Program Season:

- Summer Session

Sessions will vary in length from one to three days.

Classes will be 75 to 120 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract

City of Waukesha – Hooper Hands Basketball (John Leavell)

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Hooper Hands Basketball (John Leavell), PO Box 544, Sussex, WI 53089 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree, and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences March 1, 2019 and terminates March 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than March 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Basketball classes at the Schuetze Recreation Center. Sessions will be one to six weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for basketball classes, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the basketball program.
 - d. Basketball program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 4 and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the Schuetze Recreation Center, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following basketball classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of 75% of the per pupil resident rate. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, Clerk/Treasurer
Date: _____

Hooper Hands Basketball (John Leavell)

By Hooper Hands Basketball (John Leavell, Owner)
Date: _____

Schedule 1

Description of Premises

Classes will be held at the following location.

- Schuetze Recreation Center Gym

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will be one to six weeks in length.

Classes will be 45 - 60 minutes in length.

Recreation Services Contract
City of Waukesha – KidsSports, LLC

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and KidsSports, LLC, 1343 E. Wisconsin Ave., Pewaukee, WI 53072 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree, and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences March 1, 2019 and terminates March 1, 2022, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than March 1, 2022.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct various youth sport classes at various locations. Sessions will be one to six weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the program.
 - d. The program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 4 and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the location, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of 75% of the per pupil resident rate. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, Clerk/Treasurer
Date: _____

KidsSports, LLC

By Jeff Burg, Owner
Date: _____

Schedule 1

Description of Premises

Classes will be held at various location.

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will be one to six weeks in length.

Classes will be 45 - 60 minutes in length.

Recreation Services Contract

City of Waukesha - F. Marie Coakley, ERYT-200, Registered Yoga Instructor

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and F. Marie Coakley, ERYT-200 Registered Yoga Instructor, 911 S Wayfare Trail, Oconomowoc, WI 53066 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences May 1, 2019 and terminates May 1, 2021, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than May 1, 2021.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Yoga classes, at the Schuetze Recreation Center, EB Shurts Building, Frame Park Amphitheater, Cutler Park Les Paul Performance Center and Rotary Building, sessions will vary in length from four to eight weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for yoga classes, no later than six months before the program is to be held in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the yoga program.
 - d. Yoga program shall, at a minimum, address the following goals and objectives:

- i. Providing a safe, group yoga programs to students of all abilities ages 16 years and older. Modification and props will be used so that movement can be adapted to accommodate all participant levels.
 - ii. Empower participants with the knowledge and motivation to meet and exceed their fitness goals in a safe, fun environment.
 - e. Provider shall provide all necessary training to yoga staff and will utilize staff that maintain a nationally recognized certification.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect the Premises before and after class, report any issues or concerns to City, and returned the premise to original state.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers or participants in its programs. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the the Schuetze Recreation Center, EB Shurts Building, Frame Park Amphitheater, Cutler Park Les Paul Performance Center and Rotary Building having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following yoga classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of \$7.00 per pupil, per class. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants, and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.

8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk

Date: _____

F. Marie Coakley

By F. Marie Coakley

Date: _____

Schedule 1

Description of Premises

Classes may be held at one or all locations listed below.

- Schuetze Recreation Center, 1120 Baxter Street, Waukesha, WI
- E.B Shurts 810 W. College Avenue, Waukesha, WI
- Rotary 1150 Baxter Street, Waukesha, WI
- WPRF main office i.e. Kathryn Muehl Meeting Rm. 1900 Aviation Dr. Waukesha, WI

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will vary in length from four to eight weeks.

Classes will be 75 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract
City of Waukesha – Giggly Hugs Child Care Inc.

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Giggly Hugs Child Care Inc., W 246 S3145 Industrial lane Waukesha, WI 53189 referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences May 1, 2019 and terminates May 1, 2021, unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than May 1, 2021.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Music Makers classes at the Schuetze Recreation Center, E.B Shurts building, Rotary building, and WPRF main office Kathryn Muehl Meeting Room. Sessions will vary in length, four to eight weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for preschool classes, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the preschool program.
 - d. Preschool program shall, at a minimum, address the following goals and objectives:

- i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 9 months and Up.
 - ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to preschool program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
- 6. City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
- 7. City Obligations.**
- a. The City shall designate the Premises within the Schuetze Recreation Center, E.B Shurts building, Rotary building, and WPRF Kathryn Muehl Meeting Room, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following preschool classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of \$6.75 per pupil, per class. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants, and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.

8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Giggly Hugs Child Care Inc.

By Sarah Kirschling, President
Date: _____

Schedule 1

Description of Premises

Classes may be held at one or all locations listed below.

- Schuetze Recreation Center, 1120 Baxter Street, Waukesha, WI
- E.B Shurts 810 W. College Avenue, Waukesha, WI
- Rotary 1150 Baxter Street, Waukesha, WI
- WPRF main office i.e. Kathryn Muehl Meeting Rm. 1900 Aviation Dr. Waukesha, WI

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will vary in length from four to eight weeks.

Classes will be 30 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract
City of Waukesha – Dave Galewski

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; Dave Galewski, W310 S8718 Casper Drive, Mukwonago, WI 53149, referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences May 1, 2019 and terminates May 1, 2021 unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than May 1, 2021.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Tae Kwon Do classes at the Schuetze Recreation Center, E.B Shurts building, Rotary building, and WPRF main office Kathryn Muehl Meeting Room. Sessions will vary in length, four to eight weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for Tae Kwon Do, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the Tae Kwon Do program.
 - d. Tae Kwon Do program shall, at a minimum, address the following goals and objectives:
 - i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 4 and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to Tae Kwon Do program staff.
 - f. Provider shall be responsible for the safety and security of participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall visually inspect premises before and after class, report any issues or concerns to City, and return the premises to its original state after each class is completed.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the Premises within the Schuetze Recreation Center, E.B Shurts building, Rotary building, and WPRF Kathryn Muehl Meeting Room, having sufficient area for Provider's conduct of the Services, and shall give Provider complete access to the Premises at all times reasonably necessary for conducting the Services.
 - b. The City will be responsible for general trash removal from, and general cleaning of, the Premises following Tae Kwon Do Program.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of 75% per pupil resident fee per session. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Umbrella, \$1,000,000.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk

Date: _____

Dave Galewski

By Dave Galewski

Date: _____

Schedule 1

Description of Premises

Classes may be held at one or all locations listed below.

- Schuetze Recreation Center, 1120 Baxter Street, Waukesha, WI
- E.B Shurts 810 W. College Avenue, Waukesha, WI
- Rotary 1150 Baxter Street, Waukesha, WI
- WPRF main office i.e. Kathryn Muehl Meeting Rm. 1900 Aviation Dr. Waukesha, WI

Program Season:

- September through December
- January through May
- Mid-May through August

Sessions will vary in length from four to eight weeks.

Classes will be 45 -60 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract
City of Waukesha – Treetop Explorer, LLC

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Treetop Explorer, LLC, PO Box 2001, Waukesha, WI 53187, referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

Provider wishes to provide certain recreation services that are directed at, and adapted to, individuals that are within the scope of the mission of their organization. These services also fall within the general goal of the City to provide recreational activities to all citizens of the City.

The City is willing to provide facilities for Provider to carry out its recreation service activities, and Provider is willing to use those facilities for such services.

Therefore, the Parties agree and contract as follows:

1. **General Terms.** The City will make space available to Provider, for Provider to carry out its recreation service activities, referred to herein as the Services, subject to all of the terms and conditions of this Contract. The City will have no obligations other than those specifically assumed by the City in this Contract. Provider is an independent contractor, and is solely responsible, at its sole expense, for the conduct of the Services.
2. **Premises.** The City shall designate the Premises within which the Provider will provide its Services. All services to be performed by Provider shall take place within the designated Premises. Provider acknowledges that it has inspected the Premises, is aware of its condition, has found the Premises suitable for the conduct of the Services, and accepts the Premises as-is. The Premises are specifically identified on Schedule 1, attached and incorporated into this Contract.
3. **Permitted Uses of Premises.** Provider shall use the Premises exclusively to provide the Services described in section 5. No other activities may be conducted by Provider in the Premises without the City's prior, express, written approval.
4. **Term.** The term of this Contract commences April 1, 2019 and terminates April 1, 2020 unless terminated earlier as provided herein. The Parties may mutually agree in writing to an extension of this Contract, provided a written contract for such extension is agreed upon no later than April 1, 2020.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Tree Climbing classes at approved City of Waukesha Park location. Park and tree location must be approved by the City of Waukesha Parks, Recreation and Forestry, Forestry Supervisor, at least six weeks prior to the course offering.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for tree climbing classes, no later than six months before the program is to commence in that year. Any changes in the submitted schedule must be approved in advance by the City.
 - c. Provider shall be solely responsible for providing all equipment, staffing, volunteers and programming activities for the conduct of the tree climbing program.
 - d. Tree Climbing program shall, at a minimum, address the following goals and objectives:

- i. Providing a safe, fun environment of age-appropriate recreational activities to participants with or without a disability, ages 7 years and Up.
 - ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic motor skills.
 - e. Provider shall ensure all necessary training to the tree climbing program staff.
 - f. Provider shall provide a program with safety and security for participants in the Services. Provider shall take attendance at each class.
 - g. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - h. Provider shall be responsible for any damage to the Premises or equipment caused by its employees, volunteers, participants in its program. Provider shall replace or repair all damaged items, at its sole expense.
 - i. Provider shall provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - j. In general, Provider shall be responsible, at its sole expense, for the operation of the Services, and the City shall be responsible only for the specific obligations listed in this Contract.
 - k. Provider will conduct a comprehensive background screening on all volunteers and instructors.
6. **City Control of Premises.** The City shall at all times retain the authority to relocate Provider's activities in the Premises or to close the Premises entirely and direct Provider and all participants in the Services to vacate the Premises, if reasonably necessary for the protection and security of persons or property within the Premises, or for the protection or security of any City property.
7. **City Obligations.**
- a. The City shall designate the City of Waukesha Park location and tree used for Treetop Explorer, LLC course offering.
 - b. Treetop Explorer, LLC will be responsible for general trash removal from, and general cleaning of, the Premises following classes.
 - c. The City will promote the Services in the Parks, Recreation and Forestry activity guides two times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. Provider shall invoice the City after completion of each session of the Services, at the rate of 75% per pupil resident fee per session per class. Invoices will be payable within 30 days after receipt. Provider acknowledges that City has an unconditional satisfaction warranty to participants and will refund fees to any participant that is not satisfied with the Services. All fees refunded to participants will be deducted from payment to Provider.
8. **Prohibited Bases of Discrimination.** City and Provider shall not discriminate against any persons for participation in the Services on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.

9. **Compliance with Laws; Permits and Licenses.** Provider shall be solely responsible for compliance with all laws applicable to the Services. Provider shall be responsible, at its sole expense, for obtaining all licenses and permits required for the Services.
10. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's conduct of the Services, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Provider's breach of any provision of this Contract.
 - c. Provider's violations of any laws.
11. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
12. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Treetop Explorers, LLC

By Curtis Andrews, Treetop Explorer Owner
Date: _____

Schedule 1

Description of Premises

Classes may be held at preapproved City Park locations and trees. Classes are held within the climbing zone set up by Treetop Explorer. Treetop Explorer will utilize and be responsible for the tree and the turf area beneath the canopy of the tree. Treetop Explorer will set up the climbing zone with post and flags and take responsibility for activities within the area during class.

Program Season:

- September through December
- January through May
- June through August

Sessions will vary.

Classes will be 120 minutes in length, times will vary based on availability and community needs.