

EXHIBIT A

"Facility"





EXHIBIT B

“Athletic Facilities Policies & Procedures”



City of Waukesha Parks, Recreation, & Forestry Athletic Facilities Policies and Procedures

- ❖ Baseball Diamonds
- ❖ Softball Diamonds
- ❖ Volleyball Courts
- ❖ Pickleball Courts
- ❖ Football Fields
- ❖ Soccer Fields
- ❖ Open Space
- ❖ Tennis Courts

For athletic facility usage and reservation procedures please contact WPRF by visiting:

- ❖ Our Website: www.waukesha-wi.gov/430
- ❖ Our office: 1900 Aviation Drive (Monday – Friday, 8:00 am – 4:30 pm)
- ❖ Or by calling: (262) 524-3737



Reviewed and Approved October 2018: WPRF Board



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A. Basic Information

1. WPRF Athletic Facilities application must be signed and returned at least seven (7) days prior to the rental date with applicable fees.
 - a. Tax is additional when applicable. Tax exempt organizations must complete Wisconsin Sales Tax exemption certificate. (See Appendix G)
 - b. Applications that wish to be included in the allocation process (see below) must be submitted by December 1st of the year prior to use.
 - c. Applications submitted after December 1st will be time stamped and reviewed after the allocation process has taken place.
2. It is the rental groups responsibility to ensure all park rules are followed by all patrons using the facilities. (see Appendix B)
3. Non-Resident Surcharge: \$25.00 per day/per facility (e.g., Saratoga = one facility)
 - a. Non-resident is defined as a person who does not reside or own property within the corporate limits of the City of Waukesha (in general, does not directly contribute to the City of Waukesha property taxes). Please call the WPRF office should you have questions regarding residency issues.
4. No subleasing of athletic facilities is allowed under any circumstance. Subleasing of fields will result in the revocation of any permit indefinitely, pending an investigation which may end the season.

B. Priority Group Classifications

Use of Athletic Facilities will be allocated in the following priority:

Priority 1 - City-sponsored or co-sponsored events. This includes all Department athletic programs and leagues.

Priority 2 - Events or activities sponsored by Carroll University at Frame Ball diamond.

Priority 3- Events or activities sponsored by the School District of Waukesha.

Priority 4 - WPRF Partners.

Priority 5 - Non-profit youth organizations. The organization must be a City of Waukesha-based community sports organization.

Priority 6 - Non-profit adult organizations. The organization must be a City of Waukesha-based community sports organization.

Priority 7 - All other youth and adult users. This includes for-profit organizations, tournaments, club teams, clinics and camps with individual or team participation fees.

C. Allocation Process

1. The allocation of fields will follow the guidelines of this document. Once allocations are determined by the Department, they will not be changed during the season.
2. If two or more organizations in the same priority level submit competing applications, allocations will be done by lottery.
3. The Department reserves the right to adjust the athletic facility allocation process as needed to address recognized needs or resolve conflicts.
4. The process for the allocation of Athletic Facilities begins with a letter being sent to all recognized sports organizations.
5. Once the letter is received, all organizations will have a specified time to complete their athletic application.
6. After the specified time to receive requests has past, the Department staff will begin the allocation process of assigning Athletic Facilities, dates and times to the various organizations based on the priorities in this policy. (See priority group classification). Allocations will be conducted in as fair and equitable manner as possible. However, the Department has the discretion to allocate in the best interest of the City. **It may not be possible to grant all requests.**
7. Once completed, a mandatory organization meeting will be held with all organizations outlining the allocations. Organizations will need to bring the following items to secure their permit:

- a. Indemnification
- b. Proof of Insurance (sample in Appendix H)
- c. \$200.00 pre-payment per day/per facility, plus sales tax, if applicable (non-refundable portion of the pre-payment: \$10.00 for hourly rental - \$50.00 for half day/full day rental).

D. Athletic Field Permit

1. **Athletic Field use permits** are issued following the allocation meeting (providing organization submitted indemnification, proof of insurance and pre-payment). A permit is issued only after the Department has approved all or part of the request, all required documents are submitted, proof of insurance has been shown and an application has been signed. **A request does not constitute approval.**
2. A field use permit will not be issued if there is any balance due for prior field use.
3. Tax exempt organizations must complete Wisconsin Sales Tax exemption certificate. (See Appendix G)

E. Reserving an Athletic Facility

1. How to Reserve

- a. Reservations for an athletic facility can be made by fax, mail or by visiting our office at 1900 Aviation Drive, during regular business hours (Mon. - Fri. 8:00 am - 4:30 pm) (See Appendix A for application).
- b. **The time listed on the application form needs to be the time of arrival and not start time of game/event.**
- c. After the permit has been issued, bring your permit with you for all reservation dates.
- d. Indemnification and Proof of Insurance are required for any Organization, Group or Individual who intends to rent a City of Waukesha facility to conduct a league, tournament or any other type of organized activity that is offered to the public.

2. Cancellations/Refunds/Changes/Inclement Weather

- a. Cancellations of an entire athletic facility permit requires the permit holder to contact the WPRF Facility Coordinator in writing at least 30 days prior to the scheduled event to receive a refund (a service charge will apply: \$10.00 for hourly rental/ \$50.00 for half/full day rental).
- b. Changes in original dates and times may be made one week prior to the reservation date.
 - All changes within seven (7) days result in a \$25.00 charge.
 - There will be no charge for the first schedule change of one date (per permit) if completed 7 days prior to event. Note: The “no charge” change only applies to one date on a permit. A \$25.00 charge for each additional date change will be charged thereafter.
- c. In the case of inclement weather, the reservation may be rescheduled if available as **REFUNDS OR CREDITS WILL NOT BE GIVEN**. A rescheduling request must be submitted **in writing** (fax, email, drop-off, etc.) up to seven (7) days following the rain out to be eligible for rescheduling.
- d. **Once play has started it is at permit holder’s discretion to delay or cancel the game due to inclement weather. Any damage to fields will be assessed by staff and billed to the permit holder.**

F. Concessions

1. Any exchange of money for merchandise, food, beverages, raffles, etc., requires a sales permit from the WPRF Department.
2. Concessionaires have sole concession rights for all activities during the designated season.
 - a. The concessionaire may allow tournament sponsors, under their guidelines to conduct sales during the scheduled event. Facility Coordinator will handle concession inquiries. Groups are not to contact the contracted concessionaire directly.

G. Payment Schedule

1. Allocation Applicant(s)

Once completed, a mandatory organization meeting will be held with all organizations outlining the allocations. Organization will need to bring the following items: Indemnification, Proof of Insurance and pre-payment.

- a. \$200.00 pre-payment per day/per facility plus sales tax, if applicable (non-refundable service charge: \$50.00 half/full day rentals; \$10.00 hourly rentals).
- b. Full payment (remaining balance) is due 30 days prior to the reserved event.
- c. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

2. Non-Allocation Applicant(s)

Organizations will need to bring items to secure their permit: Indemnification, Proof of Insurance and pre-payment.

- a. \$200.00 pre-payment per day/per facility plus sales tax, if applicable (non-refundable service charge: \$50.00 half/full day rentals; \$10.00 hourly rentals).
- b. Full payment (remaining balance) is due 30 days prior to the reserved event.
- c. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

3. Private Rental (Non-public offering)

- a. Full payment is due at the time of application.
- b. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

WPRF Softball Diamonds

Park	Field	Anchors	Pitching Mound	Field Rental Fees*
Buchner: premier (231 Oakland Ave.) Temporary Outfield fence	Field #1 Grass	60' or 65'	50'	\$20/hour, Maximum of \$130/day
Banting (2101 Butler Dr.)	Field #2 Skinned	65"	50"	\$13/hour, Maximum of \$85/day
Dopp #1 (NW corner) (429 S. Washington Ave.) Overhead net	Field #1 Skinned	60'	46'	\$13/hour, Maximum of \$85/day
Dopp #2 (NE corner) (429 S. Washington Ave.) Overhead net	Field #2 Skinned	60"	46'	\$13/hour, Maximum of \$85/day
David's (113 E. Garfield)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
Grandview T-ball (1001 Grandview Blvd.)	T-ball Field	NONE	NONE	\$13/hour, Maximum of \$85/day
Priedeman (2010 Saratoga Rd.)	Field #1 Skinned	60'	50'	\$13/hour, Maximum of \$85/day
Lowell (2201 Michigan Ave.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
Merrill Crest (616 S. University Dr.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
Prairie (821 School Dr.)	Field #2 Skinned	NONE	46'	\$13/hour, Maximum of \$85/day
Waukesha Springs (700 N. Hartwell Ave.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
Roberta #1 (SW corner) (240 Coolidge Ave.) Overhead net	Field #1 Skinned	60'	43'	\$13/hour, Maximum of \$85/day
Roberta #2 (NE corner) (240 Coolidge Ave.) Overhead net	Field #2 Skinned	60'	43'	\$13/hour, Maximum of \$85/day

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

WPRF Softball Complexes

Park	Field	Anchors / Pitching Mound	Fence Distance	Tournament Fees*
Saratoga Complex (301 S. Prairie Ave.)	4 Diamonds	60' or 65' / 46' (can be adjusted)	273'	\$400 for up to 4 hours, \$630/day for tournaments Includes: initial field prep and 2 field relines per diamond, access to PA and scoreboards, up to 4 bags of diamond dry, and one facility attendant. (If lights needed, \$10/hour per diamond)
WRO Youth Complex (3041 Summit Ave.)	4 Diamonds	60' or 65' / 46' (can be adjusted)	230'	\$400 for up to 4 hours, \$630/day for tournaments Includes: initial field prep and 2 field relines per diamond, access to PA and scoreboards, up to 4 bags of diamond dry, and one facility attendant.

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

WPRF Baseball Diamonds

Park	Field	Anchors	Pitching Rubbers	Outfield Fence Distance	Field Rental Fees*
Frame (1218 White Rock Ave.) Overhead net	Field #1 Grass	90'	60'6"	Fence 300' L 370' C 352' R	\$39/hour, Maximum of \$290/day
Banting (2101 Butler Dr.) Overhead net	Field #1 Grass	80' or 90'	60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
Prairie (821 School Dr.) Overhead net	Field #1 Grass	90'	60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
Pebble Valley (2565 Pebble Valley Rd.)	Field #1 Grass	80' or 90'	54' or 60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
Grandview (1001 Grandview Blvd)	Field #1 Grass	60' or 65' or 80'	46' or 50' or 54'	Fence 300'	\$20/hour, Maximum of \$130/day

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

WPRF Soccer Fields

(Includes Football, Lacrosse, and Open Space)

Park	Field Type and Number	Field Dimensions	Goals	Goal Dimensions	Field Rental Fees*
Lowell (2201 Michigan Ave.)	2 medium 1 small	270' x 120' 105' x 80'	Yes Yes	7' x 21' 6' x 18'	\$18/hour, Maximum of \$120/day
Prairie (821 School Dr.)	1 medium 1 micro 1 Football	240' x 120' 60' x 90' 240' x 120'	Yes No N/A	7' x 21'	\$18/hour, Maximum of \$120/day
Merrill Crest (616 S. University Dr.)	2 medium 1 small 1 micro	240' x 120' 180' x 105' 60' x 90'	Yes Yes No	7' x 21' 4' x 6'	\$18/hour, Maximum of \$120/day
David's (113 E. Garfield)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
Rivers Crossing (3703 Rivers Crossing Dr.)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
Heyer (1121 Heyer Dr.)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
Mindiola Complex (325 Hoover Ave.)	3 medium 1 small 2 micro	240' x 120' 180' x 105' 60' x 90'	Yes Yes Yes	7' x 21' 6' x 18' 4' x 6'	\$18/hour, Maximum of \$120/day
WRO Complex (3041 Summit Ave.)	1 Lacrosse	300' x 120'	No	N/A	\$18/hour, Maximum of \$120/day
Open Space (Various Locations – contact WPRF for more information)	Area requested needs to be identified on a map and receive WPRF approval	Area not to exceed 300' x 150'	No	N/A	\$18/hour, Maximum of \$120/day

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

WPRF Tennis and Pickleball Courts

Park	Court Type and Number	Hourly Fee*	Daily/Tournament Fees*
Banting (2101 Butler Dr.)	8 Pickleball Courts 1 Tennis Court	Pickleball: \$10/hour per 2 side-by-side courts. Tennis: \$5/hour (2 hour min.)	N/A
Buchner (231 Oakland Ave.)	6 Tennis Courts	\$5/hour per court (2 hour min.)	\$180/day (includes 6 courts)
Heyer (1121 Heyer Dr.)	18 Tennis Courts	\$5/hour per court (2 hour min.) (*6 or more hours involving 8 or more courts will be charged a full day rate.*)	\$390/day (includes 18 courts and park shelter)
Lowell (2201 Michigan Ave.)	10 Tennis Courts	\$5/hour per court (2 hour min.) (*6 or more hours involving 8 or more courts will be charged a full day rate.*)	\$180/day (includes 10 courts)

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

WPRF Outdoor Basketball, Football and Sand Volleyball

Park	Court Type and Number	Hourly Fee	Daily Fees*
Outdoor Basketball (Various Locations - contact WPRF for more information)	Basketball	\$18/hour	Maximum of \$120/day
Buchner (231 Oakland Ave.)	1 Sand Volleyball Court	\$10/hour per court (2 hour min.)	N/A
Frame (701 E. Moreland Blvd.)	3 Sand Volleyball Courts	\$10/hour per court (2 hour min.)	N/A
Merrill Crest (616 S. University Dr.)	1 Sand Volleyball Court	\$10/hour per court (2 hour min.)	N/A
Prairie (821 School Dr.)	1 Football Field	\$18/hour	Maximum of \$120/day

*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

H. Optional User Service Fees

1. Prep and Light Fees

- a. Softball Diamond Field Prep: \$70.00 per diamond (includes bases)
- b. Baseball Diamond Field Prep: \$92.00 per diamond (includes bases)
- c. Soccer/Football Field Lining: \$110.00 per field
- d. Lighting: \$10.00 per hour, per diamond/field
- e. Diamond Dry: \$15.00 per bag (available upon request to make fields playable)
- f. Field touch ups on weekends \$100.00 per field/per visit

2. Admin Fees

- a. Portable Toilets: \$10.00 per unit, per day (user provides unit). When the anticipated attendance exceeds 200, the responsible party may need to provide one toilet for each additional 100 attendees
- b. Additional picnic tables: \$80.00 per day, up to 4 additional tables.
- c. Additional trash barrels: \$40.00 per day, up to 10 additional trash barrels.
- d. If keys are needed a \$50 deposit is required

3. Permits

- a. Sales permit: \$65.00 per day, per facility rental
- b. Admission permit: \$100.00 per day, per facility rental
- c. When an admission fee is charged, an admission permit and fee will be required.
- d. Tent /Temporary structure permit: \$100.00 first day and \$25.00 for each day thereafter (includes tents-150 sq. feet or more & PODs.)

I. Baseball, Softball, Soccer, Tennis, Pickleball Tournaments

1. We highly recommend a pre-tournament meeting or conference call with WPRF staff to discuss field conditions, staffing, weather and field maintenance considerations
2. Fields that WPRF grooms are prepared prior to start time. Start and end times for field preparation are determined by WPRF staff.
3. Tournament field layouts are due to the WPRF Facilities Coordinator no later than seven (7) days prior to the tournament.
4. At **Saratoga**, the scoreboards and PA system are available. The rental group will be required to staff scorekeepers that use scoreboards and PA. All tournaments must provide their own score pads, line-up cards, balls, first aid, etc.
5. ALL athletic fields' maintenance (ex: lining, alterations and additions of materials) except for field prep with hand tools (raking – hand tools will not be provided by WPRF) must be completed by WPRF personnel, unless approved by WPRF Facilities Coordinator. Approved field maintenance must be paid within 30 days following the event.
6. When no field prep is requested, the user of the diamond(s) must determine if any unsafe conditions exist.
7. Failure to pay for additional maintenance caused by excessive use or damage as set forth in these policies may result in the immediate loss of existing field allocations, the revocation of existing permits, or the refusal of future allocation request. If existing permits are revoked, then the refundable portion of any already-paid fees will be refunded, however, any amounts owing to the City will be deducted from the refund.
8. Any shelters that cannot be rented during tournament play will be charged according to current shelter fees. Contact Facility Coordinator if questions.
9. Any additional diamond dry used on fields must be approved by the rental group contact.

Appendix A: Rental Application

Office Use Only!		ALLOCATION PRIORITY # _____
Date Rcv'd _____	Time _____	Permit # _____
Initials _____	Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/>	



NATIONAL Gold Medal Winner

City of Waukesha of Parks, Recreation and Forestry Department
 1900 Aviation Drive • Waukesha WI 53188 • Phone: (262) 524-3737 • Fax: (262) 524-3713
www.waukesha-wi.gov

ATHLETIC FACILITIES USE APPLICATION (one event per application)

Name of Event: _____ **ESTIMATED TOTAL ATTENDANCE:** _____

Name of sponsoring agency/group: _____

Contact person for event: _____ DOB: _____

Address: _____ City: _____ Zip: _____

Work #: _____ Cell #: _____

Email address: _____

Requested Facilities (Indicate # of fields/courts, type of fields. (i.e., soccer, football, baseball, softball))

Park Location	Field/Court	Date(s)	Start Time(s)	End Time(s)

✓ **Please check all that apply** (Please Note: there is a fee for any special service need. To view prices please refer to the Optional User Service Fees listed on page 10 of the Athletic Facilities Rentals Handbook.

- _____ Setting up of tents
- _____ Charging Admission/Entry Fee
- _____ Sales of any kind *(mark all that apply)*
 - Food Alcohol Raffle
 - Beverage Apparel Other _____
- _____ Additional Picnic Tables
- _____ Additional Trash Barrels
- _____ Lighting (Buchner/Frame/Saratoga, Prairie Football)
- _____ Field Preparation: Base Length: _____ Pitching Mound: _____
- _____ Other (list) _____

*I have received copies of WPRF's Athletic Facilities Policy & Fee/Charge Schedule, and shall comply with all requirements they contain. I shall exercise the utmost care in the use of the facilities and will make good any damage from my use or my guest use of the premises.

SIGNATURE _____ Date _____

Appendix B: Park Rules

1. **Facilities should be cleaned and left in the condition they were found.**
2. Each user group is responsible for picking up **trash/debris** and depositing it into the proper trash bins after event.
3. **Recycling:** Any group with attendance over 400 is required to recycle cans and plastic bottles. The disposal for the recycling is the responsibility of the event sponsor. All groups under 400 are encouraged to recycle their cans and plastic. For assistance with recycling contact Waukesha County Recycling at 262-896-8317
4. If WPRF needs to **repair or clean after your event** the responsible party will be billed for damages and/or labor.
5. Any batting or throwing practices directed into fences at any facility is not allowed.
 - a. **Damage to the fences** from this activity will be repaired and the group will be charged for the expenses incurred.
6. **All vehicles must park in designated parking areas** (i.e. parking lots or on the street).
7. Per City ordinance: **Dogs are not allowed in any City athletic facility or park**, unless otherwise designated.
8. **Inflatables are not permitted** in City of Waukesha Parks.
9. **No tents are allowed without permit** – a 30-day advanced notice is necessary.
 - a. Fees and temporary structure application are required to be completed before permit is issued.
10. **Pre-Event Turf and Sports Management:** City staff will determine the likely impacts of events on turf and may not allow some events in areas or facilities because of potential damage.
11. **NO SALES of any kind may be made without permit** (may require WPRF approval).
12. WRO Youth Sports Complex and Saratoga Complex are **smoke free**.
13. **Affixing signs to trees is strictly prohibited.** Signage is prohibited in any street boulevards.
 - a. All signs, displays and objects on park property needs to be reviewed and approved with the Recreation Facilities Coordinator.
14. **Information signs** will be allowed on the site during the period of use. However, all signs must be removed from the site at the end of the rental period. Any signage that requires staking into the ground will need to have the area hot lined (see Temporary structure policies and fees).
15. **No game may begin before 8:00 am** (where applicable) if ball diamond maintenance is required. **No new inning may be started after 10:00 pm.**
16. **Alcohol usage/consumption** permit can only be obtained with a shelter rental permit and a signed alcohol agreement form.
17. Groups are responsible for their own **First Aid supplies**.
18. **Portable goals and/or markers** are allowed but must be removed daily and must have prior written approval as part of the permit process.
19. No group or individual is permitted to maintain a **storage unit** (or similar object on or around a field without written approval.

Misuse of a public park or the failure to follow established procedures, rules and regulations by any group or individual of a group is cause for revocation or denial of existing permits or future applications. If existing permits are revoked, the refundable portion of already-paid fees will be refunded, less all amounts owing to the City.

Appendix C: Baseball Tournament Checklist

This checklist is to serve as a guide for athletic tournaments.

Prior to final approval

- Application received/signed
- Indemnification signed
- Payment submitted in full 30 days prior to the event
- Insurance copy sent to WPRF

Discussed 30 days prior to event

- Set up date for meeting the week of the tournament
- All signs, displays and objects on park property reviewed by the Facility Coordinator
- Field layout (submitted and approved)
- Start times for games
- Bases
- Tents/hot lining
- Concessions
- Signage
- Diamond Dry
- Dogs in parks/facilities
- Weather plans/cancellations
- Bathrooms-toilet paper
- Trash pick-up/Recycling/Bees
- Batting practice into fence
- Keeping players off fields while grooming fields
- Maintenance of fields – after start of 1st game
- Volunteers
- Lost and Found
- Lights on/off
- Golf carts/utility vehicles

Week of Event, Meeting at WPRF

- Phone numbers exchanged
- Emergency evacuation plan
- First Aid, Lost Child
- Cancellation vs. extra staffing (weather reports)

Day of the event

- Ensure that all WPRF policies are being followed

24 hours following event

- All areas used for event completely cleaned up
- Complete WPRF evaluation
- Contact Facility Coordinator if any incidents (accidents, safety, etc.) occurred during the event

30 Days following event

- Additional fees incurred (i.e. field prep, damage)

Appendix F: Indemnification and Reimbursement

Event Name _____ Today's Date _____
 Date(s) of Event _____ Location _____

Indemnification and Reimbursement Agreement

WHEREAS, the Common Council of the City of Waukesha ("City") has established an ordinance regulating the use of city parks and other specified properties for large-scale public gatherings and Special Events, and

WHEREAS, said ordinance requires persons wishing to hold a Special Event to: (1) indemnify the City and the Park, Recreation and Forestry Board for injuries and damages caused by the event; and (2) agree to reimburse costs incurred due to extraordinary damage to City property during the event, and

WHEREAS, the undersigned applicant has filed an application to conduct a Special Event in the City,

THEREFORE, the City and the undersigned applicant ("Applicant") hereby agree as follows.

1. Indemnification. The Applicant hereby indemnifies and holds harmless the Waukesha Park, Recreation and Forestry Board and the City, its officers, agents, employees, successors or assigns, from and against any and all losses, debts, actions, claims, demands, liabilities, expenses, costs, injuries and/or damages to persons or property occurring in connection with the Special Event proximately caused by the actions of the Applicant, the sponsoring organization, its Officers, Employees or agents, or any person under their control.
2. Reimbursement for Extraordinary Damage. The Applicant shall reimburse the City for costs incurred due to extraordinary damage to City property during the Special Event conducted by the Applicant. "Extraordinary Damage," as stated in section 8.115(3)(e) of the Municipal Code, is defined as "damage to Park or other City property in excess of normal wear and tear and which requires repairs in excess of routine maintenance."
3. Procedure for Reimbursement. To initiate a request for reimbursement pursuant to paragraph two (2) of this Agreement, the Park, Recreation and Forestry Department shall submit to the Applicant a detailed written accounting of the extraordinary damages and the cost of their repair as evidenced by written receipts. The accounting shall be submitted via first class mail, return receipt requested, to the address the Applicant provided on its Public Gathering/Special Event application. The Applicant shall remit payment no later than thirty (30) days from receipt of the accounting.
4. Miscellaneous Provisions.
 - a. Waiver. One or more waivers by either party of any provisions, term or condition of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.
 - b. Severability. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
 - c. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin.
 - d. Entire Agreement. This Agreement constitutes the entire Indemnification and Reimbursement Agreement between the parties, and any change, amendment, or modification must be made in writing and executed by both parties.

IN WITNESS HEREOF, the undersigned have read and understand the contract presented here for Special Event indemnification and reimbursement:

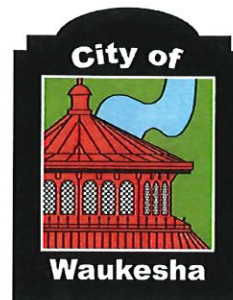
Applicant

By: _____ Date: _____

[Print name:] _____
 City of Waukesha

By: _____ Date: _____
 Shawn N. Reilly, Mayor

By: _____ Date: _____
 Gina Kozlik, City Clerk/Treasurer



Appendix G: Tax Exempt Certificate

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One Single Purchase Continuous

Purchaser's Business Name	Purchaser's Address
---------------------------	---------------------

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

Seller's Name	Seller's Address
---------------	------------------

REASON FOR EXEMPTION

Resale (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing and Biotechnology

- Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
 Percent of fuel exempt: _____% Percent of electricity exempt: _____%
- Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt _____%)
- Property used exclusively and directly in qualified research, by persons engaged primarily in manufacturing or biotechnology in Wisconsin.

Farming (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.
- Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- Breeding and other livestock, poultry, and farm work stock.
- Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- Animal bedding, medicine for farm livestock, and milk house supplies.

Federal and Wisconsin Governmental Units	Enter CES No., if applicable												
<input type="checkbox"/> The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.													
<input type="checkbox"/> Any federally recognized American Indian tribe or band in this state.													
<input type="checkbox"/> State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.													
<input type="checkbox"/> Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin.													
<input type="checkbox"/> Wisconsin public schools, school districts, universities, and technical college districts.													
<input type="checkbox"/> County-city hospitals or UW Hospitals and Clinics Authority.													
<input type="checkbox"/> Sewerage commission, metropolitan sewerage district, or a joint local water authority.													
Other													
<input type="checkbox"/> Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.													
<input type="checkbox"/> Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. (if applicable) _____													
<input type="checkbox"/> Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____													
<input type="checkbox"/> Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.													
<input type="checkbox"/> Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.													
<input type="checkbox"/> Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility.													
<input type="checkbox"/> Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt _____%)													
<input type="checkbox"/> Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for residential or farm use.													
	<table style="width:100%; border: none;"> <tr> <td></td> <td style="text-align: center;">% of Electricity Exempt</td> <td style="text-align: center;">% of Natural Gas Exempt</td> <td style="text-align: center;">% of Fuel Exempt</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td><input type="checkbox"/> Farm</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> </table>		% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt	<input type="checkbox"/> Residential	_____ %	_____ %	_____ %	<input type="checkbox"/> Farm	_____ %	_____ %	_____ %
	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt										
<input type="checkbox"/> Residential	_____ %	_____ %	_____ %										
<input type="checkbox"/> Farm	_____ %	_____ %	_____ %										
Address Delivered: _____													
<input type="checkbox"/> Percent of printed advertising material solely for out-of-state use. _____%													
<input type="checkbox"/> Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.													
<input type="checkbox"/> Property used exclusively and directly in raising animals sold for use in qualified research or manufacturing.													
<input type="checkbox"/> Other purchases exempted by law. (State items and exemption). _____ _____ _____													

(DETACH AND PRESENT TO SELLER)

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser	Print or Type Name	Title	Date

Appendix H: Certificate of Liability Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE – SAMPLE **DATE:** _____

PRODUCER Agency Address City, State, Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Sample Address City, State, Zip	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____

WPRF Sample: Level 2 insurance requirements. Examples of events: River runs, car show, dances, events with alcohol

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$1,000,000</td> </tr> <tr> <td>FIRE DAMAGE (Any one fire)</td> <td style="text-align: right;">\$50,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>PRODUCTS – COMP/OP AGG</td> <td style="text-align: right;">\$2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	FIRE DAMAGE (Any one fire)	\$50,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS – COMP/OP AGG	\$2,000,000
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON – OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINED SINGLE LIMIT (Ea accident)</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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BODILY INJURY (Per person)	\$																
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PROPERTY DAMAGE (Per accident)	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">AUTO ONLY – (Ea Accident)</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td style="width: 60%;">OTHER THAN AUTO ONLY:</td> <td style="width: 20%;">EA ACC</td> <td style="width: 20%; text-align: right;">\$</td> </tr> <tr> <td></td> <td>AGG</td> <td style="text-align: right;">\$</td> </tr> </table>	AUTO ONLY – (Ea Accident)	\$	OTHER THAN AUTO ONLY:	EA ACC	\$		AGG	\$				
AUTO ONLY – (Ea Accident)	\$																
OTHER THAN AUTO ONLY:	EA ACC	\$															
	AGG	\$															
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$1,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000		\$		\$		\$		
EACH OCCURRENCE	\$1,000,000																
AGGREGATE	\$1,000,000																
	\$																
	\$																
	\$																
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">X/WC STATUTORY LIMITS / OTHER</td> <td style="width: 20%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE – EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE – POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	X/WC STATUTORY LIMITS / OTHER		E.L. EACH ACCIDENT	\$	E.L. DISEASE – EA EMPLOYEE	\$	E.L. DISEASE – POLICY LIMIT	\$				
X/WC STATUTORY LIMITS / OTHER																	
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E.L. DISEASE – POLICY LIMIT	\$																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Waukesha, its officers, employees and agents are additional insured regarding _____ (event) held _____ (dates)

CERTIFICATE HOLDER / ADDITIONAL INSURED; INSURER LETTER _____ CANCELLATION _____

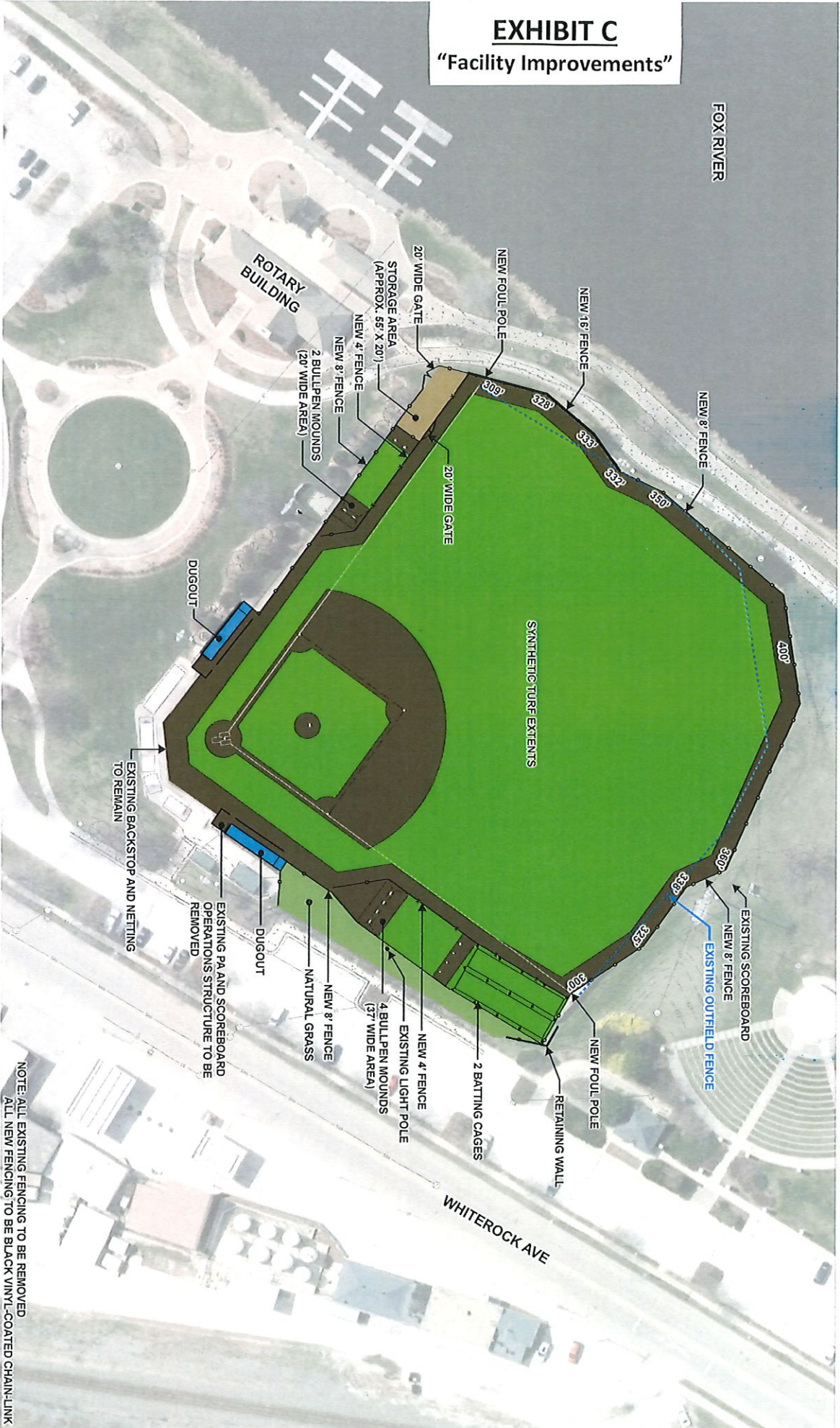
Appendix I: Other Agencies



Agencies to Call for Assistance

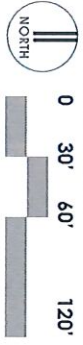
Agency	Email/Website	Phone	Why to contact
City of Waukesha Parks, Recreation & Forestry Department 1900 Aviation Dr.	www.waukesha-wi.gov	262-524-3737	Rental availability, Application forms, General questions.
WPRF Facilities Coordinator	mpalmer@waukesha-wi.gov	262-522-2953	Special requests, Concession permit.
City of Waukesha Police		262-524-3831	No parking signs, Safety
City of Waukesha Clerk's Office		262-524-3550	Alcohol license, Street closing.
Waukesha County Department of Environmental Health	www.waukeshacounty.gov	262-896-8300	Food sales permits, List of guidelines.
City of Waukesha Fire Department		262-524-3648	Codes & requirements
WPRF assistance during event	Weekend on call cell 2 nd shift cell	262-993-4543 262-993-5882	
Waukesha County Recycling		262-896-8317	Recycling assistance
Diggers Hotline		800-242-8511	Hotlining
Area Rental		262-547-4141	Tents, chairs, barricades *Pre-approved insurance
Celebrations Party Rental		262-827-1444	Tents, chairs *pre-approved insurance

EXHIBIT C "Facility Improvements"



FRAME PARK BASEBALL FIELD
WAUKESHA, WI
DATE 06.08.2020

SITE PLAN



JSD Professional Services, Inc.
Engineers • Surveyors • Planners

NOTE: ALL EXISTING FENCING TO BE REMOVED
ALL NEW FENCING TO BE BLACK VINYL-COATED CHAIN-LINK