



NATIONAL
Gold Medal Winner



Recreation Services Contracts

Presented to

PRF Board

April 17, 2017

Recreation Services Contract
City of Waukesha – Waukesha County Park System.

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 Waukesha County Park System, 515 W. Moreland Blvd, 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Archery Programming at Minooka Park. 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 archery 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 Archery Program.
 - d. The Archery 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 archery safety and develop necessary skills in youth archery.
 - e. Provider shall ensure all necessary training to archery program staff.
 - f. Provider shall provide a facility that is safe and secure for 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 Minooka Park, 1927 E Sunset Dr, Waukesha, WI 53189 for archery programming.
 - b. Waukesha County Park System will be responsible for general trash removal from, and general cleaning of, the Premises following the archery program 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 class fee rate of \$43 per participant/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:_____

Waukesha County Park System

By Holly Glainyk, Parks Program Specialist
Date:_____

Schedule 1

Description of Premises

Classes will be held at the location listed below.

- Minooka Park, 1927 E Sunset Dr, Waukesha, WI 53189

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 60 to 120 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, 2017 and terminates May 1, 2018 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, 2019.
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 – House of Hit, LLC da Stiks Academy & Sports Training

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 House of Hit, LLC dba STiKS Academy & Sports Training of Waukesha, S5197W240 Kuenzi Ln., 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct youth Baseball/Softball classes at STiKS Academy & Sports Training of Waukesha. Sessions will three-week.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for youth baseball/softball 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 youth baseball/softball program.
 - d. Youth baseball/softball 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, grades 1st and Up.

- ii. Providing developmentally-appropriate programs for children to develop creativity, social skills and basic skills.
 - e. Provider shall ensure all necessary training to program staff.
 - f. Provider shall provide a facility that is safe and secure 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 provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - i. 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.
 - j. 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 will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - b. City shall be responsible for all participant registration and the collection of fees.
 - c. Provider shall invoice the City after completion of each session of the Services, at the rate of \$54 per child, 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: _____

STiKS Academy & Sports Training of Waukesha

By Sean Smith, Owner

Date: _____

Schedule 1

Description of Premises

Camp will be held at location listed below.

- STiKS Academy & Sports Training of Waukesha
S5197W240 Kuenzi Ln
Waukesha, WI 53189

Program Season:

- May 4th – 18th 2017

Sessions will be three week.

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, 2017 and terminates May 1, 2019, 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, 2019.
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 - 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, 2017 and terminates May 1, 2019, 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, 2018.
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 five to nine 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 30 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract

City of Waukesha – Waukesha County Department of Parks & Land Use

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 Waukesha County, 515 W. Moreland Blvd., Room AC 230, 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 March 1, 2017 and terminates March 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct a Learn to Skate program at the Naga-Waukeke Ice Arena. Sessions will be six weeks in length.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for Learn to Skate, 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 Learn to Skate program.
 - d. Learn to Skate 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 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 provide a facility that is safe and secure 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 provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - i. 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.
 - j. 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 will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - b. City shall be responsible for all participant registration and the collection of fees.
 - c. Provider shall invoice the City after completion of each session of the Services, at the rate of \$60 per child 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:_____

Waukesha County Department of Parks & Land Use

By Holly Glainyk, Park Program Specialist
Date:_____

Schedule 1

Description of Premises

Classes may be held at the following location listed below.

- Naga-Waukee Ice Arena, 2946 Golf Road, Delafield, WI

Program Season:

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

Sessions will be six weeks in length.

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

Recreation Services Contract
City of Waukesha – Waukesha Lacrosse Club, 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 Waukesha Lacrosse Club, Inc., S25W30265 Jenna Lane, 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Lacrosse classes at the William Oliver Youth Complex. Sessions will be four weeks.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for Lacrosse 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 Lacrosse program.
 - d. Lacrosse 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 1st grade 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 William Oliver Youth Sports Complex, 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 Lacrosse 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% 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, Clerk/Treasurer

Date: _____

Waukesha Lacrosse Club

By Carla Miller, Treasurer

Date: _____

Schedule 1

Description of Premises

Classes will be held at the following location listed below.

- William Oliver Youth Sports Complex

Program Season:

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

Sessions will be four weeks in length.

Classes will be 60 minutes in length.

Recreation Services Contract
City of Waukesha – Sandy Kellar

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 Sandy Kellar, 250 West Broadway Waukesha, WI 53186 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Dance classes at Kellar Dance Studio, 250 West Broadway, Waukesha, WI 53186. 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 dance 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 dance program.
 - d. Dance classes 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 dance class staff.
 - f. Provider shall provide a facility that is safe and secure 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 provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - i. 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.
 - j. 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 has designate Kellar Dance Studio located at 250 West Broadway, Waukesha Wi, 53188 for conducting the Services.
 - b. The City will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - c. City shall be responsible for all participant registration and the collection of fees.
 - d. Provider shall invoice the City after completion of each session of the Services, at the rate 80% 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.
 - 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: _____

Sandy Kellar

By Sandy Kellar
Date: _____

Schedule 1

Description of Premises

Classes will be held at Kellar Dance Studio, 250 West Broadway Waukesha, WI 53186

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 – Hooper Hands Basketball 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 Hooper Hands Basketball LLC, 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 May 1, 2017 and terminates May 1, 2019, 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, 2019.
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% 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, Clerk/Treasurer

Date: _____

Hooper's Hand Basketball Academy

By 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 – Waukesha County Department of Parks & Land Use

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 Waukesha County, 515 W. Moreland Blvd., Room AC 230, 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct a Golf program at Moor Downs Golf Course. Sessions will be six weeks 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 Golf program.
 - d. Golf 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 6 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 provide a facility that is safe and secure 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 provide all needed statistical data related to program participants and program volunteers, as requested by the City.
 - i. 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.
 - j. 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 will promote the Services in the Parks, Recreation and Forestry activity guides three times per year, and in the City website.
 - b. City shall be responsible for all participant registration and the collection of fees.
 - c. Provider shall invoice the City after completion of each session of the Services, at the rate of \$11 per child 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: _____

Waukesha County Department of Parks & Land Use

By Holly Glainyk, Park Program Specialist
Date: _____

Schedule 1

Description of Premises

Classes may be held at the following location listed below.

- Moor Downs Golf Course – Barstow St.

Program Season:

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

Sessions will be six weeks in length.

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

Recreation Services Contract
City of Waukesha – Youth Elite Soccer (YESsoccer)

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 Youth Elite Soccer (YESsoccer), 3311 Washington Road, McMurray, PA 15317 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Soccer Camps at Lowell Park. Sessions will 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 2 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 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 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 \$20 per child Resident (1 Hour) and \$22 per child Non-resident (1 Hour), \$22 per child Resident (3 Hours) and \$42 per child Non-resident (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: _____

Youth Elite Soccer

By Scott Wallace, Program Manger

Date: _____

Schedule 1

Description of Premises

Camp will be held at location listed below.

- Lowell Park, on Michigan Ave

Program Season:

- June 26th – June 30th 2017

Sessions will be one week.

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

Recreation Services Contract
City of Waukesha – Kathi J. Miller

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 Kathi J. Miller, 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, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Clutter 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.
 - b. Provider shall create and deliver to the City an outline of its class offerings and specific dates for clutter 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 clutter classes.
 - 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 for adults.

- ii. Providing effective, self-help, adult programs for adults to develop ways to improve organization, order and less chaos in their life,
 - e. Provider shall ensure all necessary training to Clutter Class 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 Clutter 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 \$11 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: _____

Kathi J. Miller

By Kathi J. Miller

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.

Classes will be 60-120 minutes in length, times will vary based on availability and community needs.

Recreation Services Contract
City of Waukesha – Challenger Sports Corp.

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 Corp., 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 May 1, 2017 and terminates May 1, 2019, 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, 2019.
5. **Services.** Provider shall provide the Services according to the following terms:
 - a. Provider shall conduct Soccer Camps at Lowell Park. Sessions will 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.
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 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 \$80 per child (1 Hour), \$108 per child (2 Hours) and \$128 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, Regional Director

Date: _____

Schedule 1

Description of Premises

Camp will be held at location listed below.

- Lowell Park, on Michigan Ave

Program Season:

- July 24th – July 28th 2017

Sessions will be one week.

Three different camps will be held: 1 hour, 2 hour and 3 hour..

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(tnba) – Milwaukee Bucks, 1543 North 2nd St., 6th Floor, Milwaukee, WI 53212 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, 2017 and terminates May 1, 2019, 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, 2019.
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 three times per year, and in the City website.
 - d. City shall be responsible for all participant registration and the collection of fees.
 - e. The National Basketball Academy shall invoice the City after completion of each session of services, at the rate of 75% per pupil resident fee per session. 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 (tnba)

By Lance Foreman, Director of Milwaukee Region, Trainer,
Coach

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 14th – 17th , 2017

Sessions will be one weeks.

Camp will be held Monday through Thursday: 9:00 – 4:00 and Friday: 9:00 – 1:00