

PARK RENTAL AGREEMENT
(Form approved by Council March 26, 2002)

THIS AGREEMENT, made on _____, 200__, by and between the City of Stoughton, a municipal corporation of Dane County, Wisconsin, hereinafter referred to as the City, and _____ (an individual whose address is _____, a corporation organized and existing under the laws of the state of Wisconsin whose address is _____), hereinafter referred to as Applicant, as follows:

WHEREAS, the City owns, operates and maintains certain facilities for athletic contests, entertainments, exhibitions, theatrical productions, concerts and other public performances, including the facility which is generally known as _____ Park, and hereinafter referred to as the Park; and

WHEREAS, section 19.02(10) of the Stoughton Municipal Code, prohibits use of a public park or other public property for financial gain without prior consent to the City; and

WHEREAS, the Applicant desires to use a portion of the Park for an event which may result in financial gain and the City desires to provide approval for said event;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

1. The City does grant permission to the Applicant to use a portion of the Park as described on the attached exhibit on the following dates and times and for the following purpose:

2. The Applicant may charge admission to the portion of the Park described on the attached exhibit for the specified times and purpose, but may not otherwise restrict access of the public to the Park.

3. Upon the completion of the events described, the Applicant shall leave the Park grounds in the same condition as they were found, excepting normal wear and tear. The Applicant shall be responsible for collecting and removing any equipment and trash attributable to the event or any spectators. The Applicant shall not construct any permanent staging on the Park premises. The Applicant shall also abide by any rules or regulations for use of the Park in general and any specific conditions imposed for the event by the Parks and Recreation Director, and said conditions may require payment of a security deposit to ensure compliance with this agreement.

4. The Applicant agrees to pay to the Stoughton Parks and Recreation Department % of the gross receipts of all ticket sales for the events described above. The City reserves the right to audit receipts of the Applicant to verify compliance with this paragraph. Immediately upon the Applicant's receipt of monies from admissions or ticket sales, the percentage of monies belonging to the City as provided in this section shall immediately become invested in and become property of the City and the Applicant shall be responsible for such monies until the same is delivered to the City.

OR

The Applicant agrees to pay to the City the following amount which shall be paid to the Stoughton Parks and Recreation Department within ten days of the execution of this agreement or the Applicant shall forfeit all rights granted under this agreement:

- \$ _____ Nonprofit Organization
- \$ _____ Individual
- \$ _____ Other For-profit Entity or Organization

5. The Applicant shall be responsible for obtaining all city, county, state or federal permits and/or licenses required for the activities in which Applicant is engaged, and shall pay all license fees and taxes that may be imposed by any city, state, or federal authority. The fees and taxes shall not be deductible from any fees due the City under this agreement.

6. The Applicant agrees to indemnify and hold harmless the City from all suits, claims, damages and actions of any kind or nature arising directly or indirectly on the part of the Applicant, its agents, servants, employees, contractors, and suppliers, out of its operations under this agreement.

7. Liability Insurance: The Applicant shall at its own expense provide such public liability insurance as will protect the Applicant and the City from all claims for damages to property and persons, including death, and particularly the use of products, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or anyone directly or indirectly employed by the Applicant. All policies shall be subject to the approval of the City's risk manager for adequacy, form of protection, and company, and shall conform to the City's insurance requirements, a copy of which is attached.

8. The Applicant shall not assign or transfer its rights and privileges granted under this agreement, either in whole or in part, without first obtaining the written consent of the City.

9. Additional provisions:

IN WITNESSETH WHEREAS, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF STOUGHTON

Date: _____ By _____

Date: _____ By _____

APPLICANT

Date: _____ By _____

Date: _____ By _____