



## **ACKNOWLEDGEMENT OF FACILITY USE AGREEMENT**

By reserving use of City of Eau Claire athletic facilities, the reserving party or group (User) acknowledges and agrees to all of the following information. Reservation of City of Eau Claire athletic facilities is not permitted without acceptance of this facility use agreement.

**WHEREAS**, City owns the reserved facility or facilities, which are managed by the City of Eau Claire's Parks, Recreation and Forestry divisions, located at 915 Menomonie Street, Eau Claire, WI 54703 and 910 Forest St, Eau Claire, WI 54703; and

**WHEREAS**, User desires to use the facility,

**NOW, THEREFORE, BE IT MUTUALLY AGREED** as follows:

- 1) USE OF PREMISES:** The City does hereby agree to allow User the non-exclusive use of the facility, upon the following terms and conditions:
- 2) TERM:** Terms of this agreement shall be for hourly, game, or daily terms as detailed in the attached facility reservation schedule/permit. The City of Eau Claire allows varying uses of the facility according to the attached facility reservation schedule/permit.
- 3) FEES:** Fees for use are detailed in the City of Eau Claire's schedule of fees and licenses located online at [www.eauclairewi.gov/athleticfacilities](http://www.eauclairewi.gov/athleticfacilities) and as detailed in the attached facility reservation schedule/permit. Fees are payable upon receipt of invoice and will be invoiced monthly for each month of reserved facility use. One-time reservations require payment at the time of reservation.
- 4) CONCESSIONS OPERATIONS:** Concessions are operated at CITY facilities according to the Athletic Facilities Policies & Procedures policy manual located online at: [www.eauclairewi.gov/athleticfacilities](http://www.eauclairewi.gov/athleticfacilities).
- 5) EXCLUSIVE POURING RIGHTS AGREEMENTS:** User must honor any product exclusive rights contracts that CITY enters into for any CITY facilities.
- 6) FACILITY ACCESS POLICIES, RULES, AND SCHEDULING PROCEDURES:** User agrees to follow all policies and procedures regarding facility access, keys, maintenance procedures, etc. as detailed in the Athletic Facilities Policies & Procedures policy manual located online at [www.eauclairewi.gov/athleticfacilities](http://www.eauclairewi.gov/athleticfacilities).
- 7) CONDUCT POLICY:** It is our goal to provide safe and inclusive activities and facilities at all times. Improper conduct including but not limited to inappropriate language, inappropriate physical contact, abuse of staff or other patrons, theft, vandalism, or any other illegal activities are not tolerated. In consideration of the safety and security of our staff and patrons, ECPRF reserves the right to remove anyone from current or future participation in or attendance at ECPRF activities or facilities in the event of improper conduct including involving ECPD if necessary.

In addition, User agrees to and accepts responsibility for following the code of conduct located on page 3 of the Athletic Facilities Policies & Procedures policy manual located online at [www.eauclairewi.gov/athleticfacilities](http://www.eauclairewi.gov/athleticfacilities).

**8) INSURANCE:** User shall take out and maintain during the term of this agreement, general liability insurance to protect against claims for damages from bodily injury, including accidental death, as well as from claims for property damage which may arise from operations of this use agreement. The amount of the insurance policy shall be at minimum, one million dollars (\$1,000,000) per individual and two million dollars (\$2,000,000) per occurrence with the City named as an Additional Insured of said policy AND Certificate Holder. User shall file a certificate of insurance naming the City of Eau Claire as an additional insured in conformance with these terms and shall maintain a current certificate of insurance on file with the City throughout the term of this Agreement.

The City requires certificates of insurance on file at least a month prior to your first scheduled date. Organizations that do not comply will have dates removed from the schedule and will not be permitted to use City facilities until a certificate of insurance is provided.

#### **9) SCHEDULING CONFLICT RESOLUTION**

If the facility rental schedule must be changed due to an unforeseen scheduling conflict, Eau Claire Parks, Recreation, and Forestry will contact both parties affected by the conflict to attempt to resolve the scheduling problem collectively. If the parties affected cannot resolve the problem collectively, the City reserves the right to unilaterally change the facility rental schedule.

**10) ASSIGNMENT:** User shall not assign all or any part of the premises being reserved.

**11) DEFAULT:** The failure or refusal of User to observe each and every term and condition in the Agreement shall be deemed a breach and present use of the facility shall be terminated, future use of the facility may be denied, and User shall be responsible for all damages caused to the City by such breach.

**12) INDEMNITY, HOLD HARMLESS:** The User agrees, to hold harmless, indemnify and defend, the City of Eau Claire, its employees, agents and representatives from any and all claims, demands, suits, losses, costs, expenses (including attorney fees), or any other type of damages, that result from the User's use and Occupancy of City of Eau Claire athletic facilities.

The City and its agents or employees shall not be responsible for any property damage or loss suffered by the User, its members, visitors, or guests from whatever cause prior to, during or subsequent to the term of this agreement which occurs in the locker rooms or any other area property is stored, kept or held by the User, its members, visitors, or guests, and the User does promise to hold fully harmless and indemnify the City from any claims made or actions brought which arise out of such damage or injury, including the reasonable cost of attorney fees.

Eau Claire Parks, Recreation, and Forestry  
915 Menomonie Street  
Eau Claire WI 54703  
(715) 839-5032 (office)  
(715) 839-1685 (fax)