

AGREEMENT TO PERMIT
WATER SKI JUMPS AND SKI SHOWS
BETWEEN THE CITY OF MADISON
AND
CAPITAL CITY SKI TEAM, INC.

THIS AGREEMENT made this 8th day of June, 1984, between the City of Madison (hereinafter referred to as "City"), a municipal corporation, and Capital City Ski Team, Inc. (hereinafter referred to as "Team"), a Wisconsin non-stock, non-profit corporation, for the purposes of permitting the Team to place two (2) water ski jumps, a landing pier and starting dock off of lands owned by the City adjacent to Lake Monona in the City of Madison and conduct water ski shows, practices and special events from Law Park subject to the terms and conditions set forth in this Agreement. This Agreement shall be for a period beginning on the 1st day of May, 1984, and terminating on the 15th day of September, 1984. This Agreement may be renewed as set forth in paragraph J herein.

A. Location of Water Ski Jumps. 1. The City of Madison does hereby grant to Team permission to locate two (2) water ski jumps in the westerly side of Lake Monona. The jumps shall be located as shown on the attached aerial photograph diagram.

2. Special Conditions. The Team does hereby agree to the following terms and conditions in return for permission for placement of the water ski jumps in Lake Monona off City lands.

a. The Team will conform to all ordinances and regulations of the City, Department of Natural

Resources and statutes, rules and regulations of the State of Wisconsin governing placement and use of the water ski jumps.

b. The Team further agrees that the water ski jumps will be constructed in a workmanlike manner in conformity with all applicable codes and regulations and in accordance with specifications indicated on plans submitted to the Department of Natural Resources.

c. The Team hereby agrees to maintain the water ski jumps in conformity with all rules and regulations of the City, Department of Natural Resources and the State of Wisconsin and to maintain the water ski jumps in a safe condition. The City shall have no obligation whatsoever regarding any structural repairs or maintenance of the water ski jumps.

d. The Team agrees to confine operation of their powerboat(s) within the area indicated on the attached aerial photo when using the water ski jumps, landing pier and starting dock and to limit its time of use of the area from the period of daylight hours to sunset.

3. Indemnification. The Team agrees at all times during the term of this Agreement, to indemnify, hold harmless and defend the City, its boards, commissions, agents, officers, officials and employees against any and all liability, loss, damage, cost or expense which the City, its officers, officials, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of the Team's construction and

placement of the water ski jumps as provided under this Agreement or by the use of the water ski jumps by any person whether authorized or unauthorized by the Team.

B. Use of Law Park. 1. The City of Madison does hereby grant to Team permission to conduct water ski shows, practices and special events at Law Park and to construct a landing pier and starting dock from Law Park into Lake Monona for its use.

2. Special Conditions. The Team does hereby agree to the following terms and conditions in return for permission to use Law Park for water ski shows, practices and special events.

a. The Team will conform to all ordinances and regulations of the City and statutes, rules and regulations of the State of Wisconsin pertaining to the use of Law Park.

b. The Team further agrees that the landing pier and starting dock will be constructed in a workmanlike manner in conformity with all applicable codes and regulations and in accordance with specifications indicated on plans submitted to the Department of Natural Resources. No other structures, except toilet facilities, shall be permitted at Law Park.

c. The Team hereby agrees to maintain the landing pier and starting dock in conformity with all rules and regulations of the City, Department of Natural Resources and the State of Wisconsin and to maintain the landing pier and starting dock in a safe

condition. The City shall have no obligation whatsoever regarding any structural repairs or maintenance of the landing pier and starting dock.

d. The Team shall place two (2) signs on the right side of the Law Park bicycle path fifty (50) feet in advance of each end of the show site which signs shall state "Pedestrian Crossing Ahead" or contain appropriate warning symbols. The signs shall be approved by the Traffic Engineer prior to the first show of the season. The signs shall be placed at the beginning of each show and removed at each show's conclusion. The signs shall be placed so as to maintain an eighteen inch (18") minimum clearance between the sign and the edge of the path.

Team personnel shall make announcements over their public address system before, during and after all ski shows warning pedestrians not to block the bicycle path or impede bicyclists using the path.

e. The Team shall provide temporary toilet facilities at Law Park during special events and shall remove said facilities promptly after each event.

f. The Team shall clean up all refuse at the ski show site following each show.

g. After each show, the City will inspect the Law Park site and determine what repair or replacement, if any, is needed for lawn cover and plantings. The City shall notify the President of the

Team in writing within a reasonable time of its determination regarding repair or replacement of lawn cover and plantings. The City shall provide for the repair or replacement of the lawn cover and plantings as it deems necessary. The Team shall reimburse the City for all costs associated with such repair or replacement within 30 days of the Team's receipt of the bill therefore.

3. Indemnification. The Team agrees at all times during the term of this Agreement, to indemnify, hold harmless and defend the City, its boards, commissions, agents, officers, officials and employees against any and all liability, loss, damage, cost or expense which the City, its officers, officials, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of the Team's construction and placement of the landing pier as provided under this Agreement or by the use of the Law Park site during show hours by any person whether authorized or unauthorized by the Team.

C. Parking. 1. The City of Madison and the Parks Commission do hereby grant to the Team permission to designate a temporary parking area within Law Park and control ingress to and egress from said area on Thursday and Sunday evenings from May 1, 1984 through September 15, 1984 from 6:00 p.m. to one (1) hour after sunset and for special events approved by the Parks Commission during the same period from 11:00 a.m. to one (1) hour after sunset.

2. Special Conditions. The Team does hereby agree to the following terms and conditions in return for permission to designate and control a temporary parking area in Law Park.

a. No charge shall be assessed for parking in the temporary parking area.

b. The temporary parking area shall be roped off and signed in accordance with the diagram attached hereto and incorporated herein by reference.

c. There shall be one place of ingress and egress to the temporary parking area, which place shall be gated and locked at all times, except as designated above. The Team shall provide adequate personnel to staff the gate and direct parking in the temporary parking area during its hours of use.

3. Indemnification. The Team agrees at all times during the term of this Agreement, to indemnify, hold harmless and defend the City, its boards, commissions, agents, officers, officials and employees against any and all liability, loss, damage, cost or expense which the City, its officers, officials, employees, agents, boards, commissions and representatives may sustain, incur or be required to pay by reason of the Team's designation, control or use of the temporary parking area as provided under this Agreement or by the use of the Law Park site during show hours by any person whether authorized or unauthorized by the Team.

D. Insurance. The Team agrees that in order to protect itself and the City, its officers, officials, boards, commissions, agents, employees and representatives under the indemnity provisions, the Team will at all times during the term of this Agreement, keep in force and effect Comprehensive General Liability insurance, including Contractual Liability and Automobile Liability, issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 for bodily injury and/or property damage combined single limit. Coverage afforded shall apply as primary with the City, its boards, commissions, agents, officers, officials, employees and representatives named as an additional insured. The City shall be given thirty (30) days advance notice of cancellation, non-renewal or material change during the term of this Agreement. Upon execution of this Agreement, the Team shall furnish the City with a Certificate of Insurance and certified copies of the required insurance policies.

In the event of lapse of insurance policies or coverage and protection as required by this Agreement the City may, without notice of default, declare this Agreement terminated.

E. Non-Discrimination. In the performance of this Agreement, the Team agrees not to discriminate against any participant, employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income,

arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.

F. Signs Prohibited.

1. No advertising signs or billboards will be permitted upon the ski jumps except two Capital City Ski Team identification signs per jump approved by the Parks Superintendent prior to their placement upon the water ski jumps.

2. No signs or billboards, except as required under the terms of this Agreement, shall be placed anywhere upon Law Park.

G. Cancellation and Termination. The City shall have the right to terminate and cancel this Agreement under the following conditions:

1. The Team breaches any of the terms and conditions of this Agreement.

2. The City reserves the right to terminate this Agreement for any reason at any time by mailing written notice of termination to President of the Team by certified mail ten (10) days in advance of termination of this Agreement.

3. In the event of termination and cancellation of this Agreement, the Team agrees to remove the water ski jumps from the lake adjacent to any property belonging to the City and to remove the landing pier and starting dock within ten (10) days of notification of termination. In

the event of the failure of the Team to remove the water ski jumps, landing pier and starting dock, the City retains the right to cause the removal of the water ski jumps, landing pier and starting dock at the sole expense and risk of the Team.

H. Modification of Agreement. No term of this Agreement shall be varied and modified during the term of this Agreement unless the same be in writing, signed by duly authorized signatories who have signed this Agreement.

I. Prohibition of Assignment. The Team shall not assign or subcontract any interest or obligation under this Agreement.

J. Renewal of Agreement. This Agreement may be renewed for the period May 1, 1985 through September 15, 1985. The Team shall notify the City of its intent to renew this Agreement on or before April 15, 1985.

IN WITNESS WHEREOF, on the date first above written, the parties hereto have set their hands and seals.

WITNESS:

CITY OF MADISON, WISCONSIN
A municipal corporation

Karen A. Gast

Ann Marks Acting Mayor
F. JOSEPH SENSENBRENNER, Mayor

Jean Trager

Dolores J. Mueller Deputy for
ELDON L. HOEL, City Clerk

WITNESS:


CAPITAL CITY SKI TEAM, INC.

Edward King

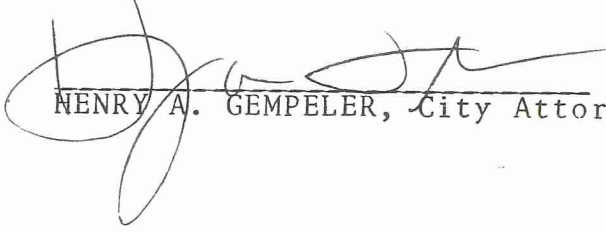
Ron Steiner
President

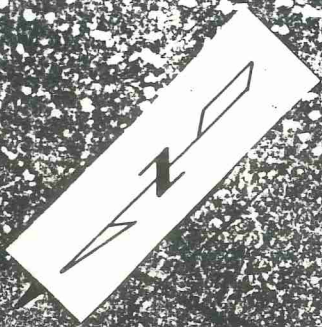

Secretary

APPROVED:


PAUL R. REILLY, City Comptroller

APPROVED AS TO FORM:


HENRY A. GEMPELER, City Attorney



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MARKERS

RESTRICTED BOAT AREA

Tennis Park

Access Gates

Approx. Scale = 200'

CITY OF MADISON

APPROX. SCALE: 1" = 200'

DATE OF PHOTOGRAPHY: MARCH, 1981

SEC. 24, T7N, R9E.

SHEET K-1C