



# Mount Pleasant Parks & Recreation

## Athletic Field/Special Event: Indemnification and Reimbursement

Event Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Date(s) of Event: \_\_\_\_\_ Location: \_\_\_\_\_

WHEREAS, the Village of Mount Pleasant ("Village") has established an ordinance regulating the use of village parks and, and;

WHEREAS, said ordinance requires a permit to reserve any park facility, and;

WHEREAS, the effect of a permit ensures that permit holders are aware and must follow all park rules, regulations and applicable ordinances, and;

WHEREAS, the undersigned applicant has filed an application to reserve a park facility, and:

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

1. Indemnification. The permit holder agrees at all times during the existence of this permit to indemnify the Village of Mount Pleasant, its employees, agents representatives, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to this permit, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the permit holder, its agents or employees. The permit holder shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
  
2. Cleanup & Damage. The permit holder shall be responsible for the daily pickup, collection, and removal of all garbage and litter from the site and surrounding areas, which is due to the facility use. The applicant shall in good faith negotiate details for the pickup and removal between the permit holder and a Village Park Representative. All garbage collection and removal shall be to the satisfaction of the Village of Mount Pleasant. The permit holder will be responsible to pay any invoices related to any additional cleanup and damage to park facilities. The permit holder shall be responsible for any actual physical damage to the premises caused by its event, employees, agents, representatives, and guests. Within five days of the conclusion of the event, the permit holder shall restore the premises to the condition immediately prior to the event to the satisfaction of the Parks Representative.
  
3. Miscellaneous Provisions.
  - a. Waiver. One or more waivers by either party of any provisions, term or condition of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.
  - b. Severability. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
  - c. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin.
  - d. Entire Agreement. This Agreement constitutes the entire Indemnification and Reimbursement Agreement between the parties, and any change, amendment, or modification must be made in writing and executed by both parties.

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

**Applicant:**  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Village:**  
 Signature: \_\_\_\_\_  
 George Baumgardt, Parks & Recreation Manager  
 Date: \_\_\_\_\_