

**Town of Wascott
Douglas County, Wisconsin**

**Resolution 2010-02
Agreement Between
Town of Wascott
and
Four Season's Recreational Club, Inc.**

WHEREAS, Four Season's Recreational Club Inc. ("Four Season's") has been a valued organizational member of our community since 1990, and

WHEREAS, Four Season's in collaboration with the Town of Wascott, area businesses, and state agencies has made major contributions to the economic and recreational development in the Town of Wascott, including recreational trail systems, ATV safety classes for area children, Town of Wascott ball park improvements, volunteer labor, and many civic contributions, and

WHEREAS, in recognition of the many contributions Four Season's has made to the community the Town Board has in prior years granted permission to Four Season's to construct a clubhouse on land owned by the Town of Wascott (the ballpark property), and

WHEREAS, no written agreement has been developed to define the relationship between Four Season's and the Town Board concerning the clubhouse building and the use of town land, and

WHEREAS, the Town Board supports Four Season's ongoing contributions to the community.

THEREFORE, BE IT RESOLVED the relationship between the Town of Wascott, Douglas County, Wisconsin and Four Season's Recreational Club Inc., regarding the clubhouse building, built by Four Season's on town-owned land, shall be defined by the following ten principles:

1. The clubhouse building built by Four Seasons on town-owned land is owned by Four Season's. Four Season's shall have exclusive control over the use of the building for conservation and recreational purposes and is responsible for all maintenance of the building.
2. The land on which the Four Season's building currently sits belongs to the Town of Wascott and the Town retains ownership of the land.
3. The Town of Wascott grants Four Seasons the right to use the land on which the building sits for a period of ten years from the effective date of this agreement. The right to use the land may be renewed by mutual agreement of Four Seasons and the Town Board.
4. Four Season's is responsible for all expenses and maintenance of the building. Four Season's currently pays for the electric bill and garbage pick-up costs associated with the building and ballpark.
5. Four Season's will maintain property and liability insurance for the building and programs the club sponsors at the building or on town park grounds. When using the ballpark area owned by the town Four Season's shall be subject to the following hold harmless provisions for those portions of the ballpark site which they are using and which are applicable to all persons using the ballpark:

- a. Four Season's shall be solely responsible for, and shall indemnify, defend, and hold harmless, the Town, its officers, employees, agents, and its Board from any and all claims, actions, causes of actions, demands or liabilities of any kind, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Town, its officers, employees, agents, and its Board may incur arising out of any act or omission on the part of Four Season's, its invitees or agents in their use of the clubhouse building and the town ballpark.
 - b. In consideration of the Town allowing Four Season's to use town land, Four Season's hereby assumes all risk and responsibility for any accident, injury, or death, resulting from the use of the Four Season's building and the town ballpark, or resulting from the consumption of alcoholic beverages on the ballpark premises, whether or not said damages or injuries occur on or off the ballpark premises, to Four Season's or to anyone else, including, but not limited to, Four Season's invitees and agents. Four Season's further represents and agrees that the Town, its officers, agents, employees, and the Board, have made no representations of any kind regarding the suitability of said ballpark for any purpose. Four Season's acknowledges and agrees that no form of pre-planning can remove all the danger to which Four Season's is exposing itself or any person for whom Four Season's is responsible, or to other third parties, invitees or agents arising out of the use of the ballpark or the consumption of alcoholic beverages while the ballpark is used by Four Season's under this Agreement.
 - c. When Four Season's is using the ballpark site, the Town will not be liable for any damages whatsoever, including, but not limited to, direct, indirect, consequential and inconsequential damages, or punitive damages of any kind resulting from defects or the physical condition of that portion of the ballpark being used by Four Season's or the consumption of alcoholic beverages thereon.
6. Four Season's has the right to remove the building from town land, if they so choose. If the building is relocated, Four Season's must restore the footprint of the building to its original condition.
 7. If Four Season's abandons the building, ownership of the building shall be transferred to the Town of Wascott at no cost to the Town.
 8. Any potential tax liability on the building and its contents shall be the sole responsibility of Four Season's.
 9. At least annually, representatives of Four Season's will meet with the Town of Wascott Public Works Committee to discuss concerns which may arise.
 10. This agreement shall become effective upon approval by the Town Board and acceptance by the officers of Four Season's, and may be changed by written mutual agreement of the parties.

Dated this 2nd day of March, 2010.

TOWN BOARD OF WASCOTT

/s/ Janice Newsome, Town Chairperson

/s/ Bob Beglinger, Town Supervisor

/s/ Doug Bush, Town Supervisor

Attest: */s/ Jeannette Atkinson*, Clerk-Treasurer

FOUR SEASON'S RECREATIONAL CLUB
INC.

President

Vice-president

Secretary