

**PRAIRIE DU SAC, WISCONSIN  
ADOPT-A-PARK AGREEMENT**

This Agreement is between \_\_\_\_\_ (Adopter) and the Village of Prairie du Sac (“Village”). In consideration of the terms and conditions of this agreement, the parties agree as follows:

Name of Park: \_\_\_\_\_  
(Adopted Park)

The terms, conditions and requirements of the Village’s “Adopt-A-Park Program” are hereby fully incorporated into this Agreement.

The term of this Agreement will begin on \_\_\_\_\_, 20\_\_, and expire on \_\_\_\_\_, 20\_\_, unless earlier terminated pursuant to this agreement.

The Adopter may terminate this Agreement with 30 days written notice to the Village Administrator.

The Village may terminate this Agreement at any time and for any reason, including but not limited to safety considerations, failure of the Adopter to perform designated work tasks, and/or failure of the Adopter or its Participants to comply with this agreement. The notice of termination may be issued either orally or in writing.

Written notices required or permitted by this Agreement may be personally delivered or mailed to the following addresses. Either party may change its notice address under this section at any time by written notice to the other party. Notices will be deemed delivered three calendar days after mailing.

This agreement incorporates the additional terms and provisions set forth on Schedule 1 attached hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF PRAIRIE DU SAC

ADOPTER:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SCHEDULE 1 ADDITIONAL TERMS AND PROVISIONS**

The Adopter will make all necessary arrangements, including recruitment of Participants, to carry out the Work Plan that has been agreed upon by the Village and the Adopter. If at any time the Work Plan is amended, the updated version of the Work Plan will be provided to the Participant.

The Adopter will be responsible and liable for the care, control, supervision, and assurance of safety of all Participants.

The Adopter will comply with and abide by all applicable laws, rules and regulations as well as the terms of this Agreement while performing activities authorized or required by this Agreement. The Adopter will ensure that all Participants comply with and abide by all applicable laws, rules and regulations as well as the terms of this Agreement while performing activities authorized or required by this Agreement. The Adopter or individual Participants may be excluded from participation in activities authorized or required by this agreement at the discretion of the Director for violation of applicable laws or the terms of this Agreement.

The Director may modify the minimum clean-up and service requirements included in this Agreement if, in the opinion of the Director, such modifications are warranted based on the condition and appearance of the Adopted Park.

The Adopter will obtain signed copies of the waiver form provided by the Village from each Participant before the Participant performs any work tasks pursuant to this agreement. The Adopter must submit the original signed waiver form to the Director within five (5) business days of receipt of the form. The Adopter may wish to keep copies of the forms for its records.

The Adopter is required to report any injury suffered by an individual: 1) while performing work pursuant to this agreement; or 2) on the Adopted Park premises while work is being performed pursuant to this Agreement; to the Director within 24 hours of the incident.

The Village will provide Adopter with a Participant timesheet. A copy of the timesheet must be provided to the Director at the end of each month.

The Adopter agrees to indemnify, defend, and hold harmless the Village and its officers, employees, agents and volunteers from and against any claim or demand for loss, liability, or damage, including claims for property damage and personal injury arising out of any activity undertaken by the Adopter or the Adopter's employees, Participants, officials, agents or volunteers on the premises of the Adopted Park and in performance of the Work Plan.

This Agreement is entered into for the sole benefit of Village and the Adopter, and nothing contained herein is intended for the benefit of any other person or entity.

Adopter may not transfer or assign any of its rights, responsibilities or interests under this Agreement without the Village's prior written consent, which may be withheld in the Village's sole discretion.

No modification of this Agreement will be valid unless it is in writing and signed by both parties.

The waiver by either the Village or the Adopter of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same provision of this Agreement.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity will not affect any other provisions of this Agreement, and this Agreement will be construed as if the invalid provision had never been included in this Agreement.

This Agreement embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or Agreements, either oral or written, between the parties.

Unless otherwise agreed in writing, any mediation or suit arising out of this Agreement may be conducted or filed only in Sauk County, Wisconsin, and this Agreement will be construed in accordance with and governed by the laws of the State of Wisconsin.

Each person executing this Agreement on behalf of a party to this Agreement hereby affirms that he or she is duly authorized by that party to bind that party to this Agreement.