TOWN OF TROY AND RIVER FALLS YOUTH BASEBALL ORGANIZATION, INC. LEASE, MAINTENANCE AND OPERATION AGREEMENT FOR GLOVER PARK BALL FIELDS

THIS AGREEMENT is entered into on April 16, 2026, as shown by the signatures below and is intended by all parties to be effective January 1, 2026. The parties to this Agreement are the Town of Troy ('Town"), a Wisconsin municipal corporation, and the River Falls Youth Baseball Organization, Inc., ("RFYBO").

Town is the owner of the property described as two baseball fields with related facilities, named North Field and South Field, both fields being located in Glover Park in the Town, in the area referred to herein as the "Leasehold," or "the ballfields", the location and approximate area of which is shown on attached Exhibit 1.

In consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

1. Premises. The Town hereby agrees to lease to RFYBO the two existing ball fields, namely North Field & South Field in Glover Park, shown in Exhibit 1. RFYBO understands and acknowledges that this is a non-exclusive lease that confers non-exclusive possession and use rights on RFYBO. The Town reserves the right, when RFYBO is actively using the subject area and when they are not, to use the Leasehold area in the manner described herein and to make it available for use by Other Park Users, consistent with Section 13 of this Agreement, so long as such use by the Town or by Others with Town permission does not unreasonably interfere with the use and enjoyment of the Leasehold area by RFYBO during their properly scheduled periods of use.

2. Term. This Agreement commences on January l, 2026 and terminates on December 31, 2026, unless earlier or otherwise terminated in accordance with the terms and provisions of this Agreement.

3. Renewal. During the term of this Agreement, the parties agree to confer in good faith regarding an extension(s) to this Agreement by written amendment or replacement, On or before July 1, 2026, all parties agree to meet to discuss whether an extension is desired and, if so, under what terns.

4. Termination. Town and RFYBO each may seek early termination of this Agreement and release from their obligations under it. Any termination and release shall occur only by later written agreement of both parties. The Agreement will also terminate automatically if RFYBO ever ceases operation, ceases to exist or loses its non-profit status.

5. Rent. Consideration for the right to make use of the Leasehold during the term of this Agreement is RFYBO's s continued, substantial, in-kind and financial contribution to the improvements being made to the leasehold and described in Section 12, and the performance by RFYBO of ball field and equipment/fixture maintenance and repair functions with respect to the Leasehold, on an ongoing basis during the term of the Agreement.

6. Covenants. RFYBO covenants and agrees to always maintain their corporate and nonprofit status during the term of this Agreement. RFYBO agrees to comply with all applicable statutes, laws, ordinances, orders, rules, and regulations of all governmental authorities having jurisdiction over Glover Park.

7. Indemnification. RFYBO and their assigns shall separately and jointly indemnify and hold the Town, its officers, employees and agents harmless from all personal injury and property damage for which any claim, demand or lawsuit is filed because of acts or omissions which are the result of negligence of RFYBO. The Town shall indemnify RFYBO or the assigns of either their officers, employees and agents and hold them harmless from all personal injury and property damage for which any claim, demand or lawsuit is filed as a result of acts or omission which are the result of acts or omissions which are the result of negligence of the Town. This indemnification agreement on the part of the Town shall not extend to or contradict any liability limitation set forth in this Agreement or that exists by operation of law in favor of the Town.

8. Assignment. There will be no assignment or transfer of any rights under this Agreement by RFYBO, nor of any interest in this Agreement without the advance, written consent of the Town.

9. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin as to performance interpretation. Any action at law or in equity relating to this Agreement shall be commenced only in St Croix County Circuit Court. All parties to this Agreement waive any right to seek a change in venue or jurisdiction.

10. Denial of Right of Waiver. No officer, employee, or agent of the Town or RFYBO has the power, authority, or right to waive any of the conditions, or to change, vary, or waive any of the provisions of this Agreement.

11. Entire Agreement. This constitutes the entire agreement between the Town and RFYBO pertaining to Leasehold. No modification of this Agreement shall be effective unless in writing and signed by both parties.

12. Terms of Use and Maintenance Obligations of the Parties.

A. General Limits on Use by RFYBO. RFYBO shall have use of the Leasehold for league spring and summer baseball games, practices and tournaments as specified under this Agreement and for maintenance and repairs to the Leasehold as specified herein, and for no other purpose without the express written consent of the Town.

B. Improvements Planned During Lease Term. During the term of this Agreement, the parties agree to cooperatively improve, repair and maintain the North and South fields and related facilities, as follows:

In lieu of actual rent payments, RFYBO, in conjunction with other Ball Field Users, is responsible for the maintenance and improvement of the existing ball fields, including but not limited to, maintaining and replacing bleachers, and maintaining and repairing the equipment shed, also replacing it when necessary. RFYBO will participate in Spring and Fall Clean-Up Events, in conjunction with other ball organizations that use the fields.
The timing of the completion of items of improvement is dependent on the availability of funds, materials and labor.

C. Maintenance of Ball Fields and Related Facilities During Lease Term. At all times during the term of this Agreement:

a. Town is responsible for the regular mowing of baseball field turf areas. Town shall have complete control over its mowing schedule. Town shall consider the game and practice schedule of RFYBO in arranging the mowing schedule. Additional or specialized mowing of the ball fields in addition to that provided through the Town's regular' mowing schedule may be completed by RFYBO at their sole and separate expense.

b. RFYBO will maintain the infield conditions of both baseball fields during their respective practice and playing seasons and be responsible for storage of all practice, game preparation and field maintenance items belonging to each party.

c. RFYBO is responsible for the annual installation, removal, maintenance and storage of all seasonal, baseball fixture-type items and equipment used during practice and/or play at each ball field. All such items and equipment shall be stored or removed by October 30 of each year.

d. Town is responsible for periodic, regular cleaning of the restrooms at Glover Park, provided that RFYBO also shall monitor the Park's restrooms for reasonable cleanliness and adequate supplies, especially before, during and after well-attended games and tournaments so that special cleanings can be arranged as necessary between the regular cleanings by Town. RFYBO may arrange for satellite restrooms during tournaments at their expense.

e. RFYBO shall have the responsibility for and use of a storage shed in or near the Leasehold area for storage of their playing field and maintenance equipment and shall also have sole responsibility for maintaining the security of that building and for its ongoing cleaning, maintenance, repair and replacement if/when that becomes necessary.

f. RFYBO are exclusively responsible for the complete clean-up of all trash occurring in connection with each of their uses of the ball fields and related facilities.

g. Town will provide trash and recycling receptacles in locations adjacent to each ball field for use by Park patrons and to facilitate clean-up efforts by RFYBO. Town will provide for the periodic pick-up and removal of trash and recyclables from said receptacles. During tournaments RFYBO will be responsible for removal of trash and recyclables at both fields.

h. RFYBO are responsible for taking adequate measures, including personnel, needed to assure orderly use by its members, guests and the public of the Park's parking areas, and for providing adequate crowd control during practices, games, and tournaments.

i. RFYBO coaches and teams are responsible for watching for improper use of facilities and equipment by their players, spectators and guests, and will alert and advise appropriate Town and County authorities as necessary to protect the safety of the public in the park and the park facilities, especially those facilities associated with the use and enjoyment of the ball fields.

j. Town, RFYBO and other users of the ball fields will periodically confer regarding plans and measures for:

(1) Ball field turf maintenance, weed control and improvement.

(2) Addition of infield dirt material to maintain proper playing conditions:

(a) Repair and renovation of damage to any ball field facilities; and

(b) Consideration of further changes and improvements to the ball field facilities.

D. Use of Baseball Fields During Lease Term. At all times during the term of this Agreement:

a. Annual League Use of Baseball Fields: Weekday Practices and Games. The baseball fields shall be available for use by RFYBO for annual seasonal League use on Tuesday, Thursday, and Sunday, between April 1 and July 31, between the hours of 4:00pm and 1/2 hour after sunset.

b. Before using the fields in April, RFYBO shall pay to the Clerk/Treasurer an annual damage deposit of $100.00, which shall be refundable on request after September 1 of that year if no damage has occurred to the Town's baseball fields and related facilities.

c. The Town reserves the right to accept reservation requests from other Park users for reserved use of the Park's facilities other than the baseball field(s) on all days between April and July.

E. General Requirements of Use. At all times during the term of this Agreement:

a. When not in use by RFYBO, the ball fields and all facilities and areas of Glover Park shall remain available for use by the Town and by members of the public with the consent of the Town, In addition, during periods when RFYBO is making active use of the ball field(s), the Town and members of the public with the consent of the Town may make use of and occupy other areas of the Park not being used by RFYBO. The playground area shall always be available to the public.

b. No games, practices or tournaments shall commence after sunset.

c. RFYBO has the exclusive right to charge participants in their sponsored events such fees or charges for maintenance and cleanup, and/or for user fees as they deem to be reasonable, and each party shall have the sole right and ability to retain all such fees or charges so assessed. RFYBO shall not charge the Town any fees associated with maintenance or cleanup of the leasehold, nor shall the Town be assessed any user fees for its use of the leasehold at any time. Town shall not charge RFYBO for Town's routine maintenance or cleanup of the subject premises nor shall HBC and/or RFYBO be assessed any fees for its use of the subject premises, other than as set forth herein.

d. RFYBO is solely responsible for the establishment and enforcement of rules and procedures for baseball games and practices authorized or sponsored by them or taking place on the ball fields. RFYBO shall also have the sole ability as between the parties to this Agreement to set all entry fees, rates, concession prices, maintenance, and cleanup fees and user charges each may elect to charge, without seeking Town consent or approval.

e. No fireworks shall be sold or set off and no alcoholic beverage of any kind shall be sold or consumed in Glover Park during any activity sponsored or operated by RFYBO.

f. RFYBO shall be solely responsible for obtaining any and all licenses, permits or other forms of permission required for purposes of maintaining their respective use of the leasehold premises and the use of their guests and invitees.

g. RFYBO shall create no rules, nor shall either organization take action to prevent, access to and/or use of the leasehold by members of the public so long as such use does not unreasonably interfere with RFYBO's use and enjoyment of the leasehold, and so long as such use by the public does not result in damage to or destruction of any Park facilities or structures, the baseball field(s) or parking lots. RFYBO agrees to consult with and involve the Town in an attempt to solve any such problems as they may arise.

h. Use of the parking lot or lots in Glover Park shall remain on a first come, first served basis, given the non-exclusive nature of the use rights conveyed to RFYBO under this lease. RFYBO may not charge fees for parking anywhere in Glover Park. RFYBO are to use overflow parking area as designated in area north of North Field.

14. Partnership Status. Nothing in this Agreement is intended to create a relationship between the Town and RFYBO as a partnership, joint venture or any other form of combination between them. No officers, employees and agents of any party to this Agreement shall become the agent or employee of another party simply by virtue of this Agreement

15. Insurance Coverage. RFYBO shall separately procure and maintain at all times during the term of this Agreement and provide the Town a copy of insurances of the following types and amounts: a commercial general liability insurance policy including the following types and levels of coverage: general aggregate limit $2 million policy with a $1 million each occurrence limit. The Town of Troy shall be named as additional insured on the liability policy of RFYBO. RFYBO will be required to provide the Town with evidence of workers' compensation insurance if employees are hired by either organization. RFYBO shall provide the Town with thirty days' notice of cancellation or voluntary non-renewal of any required insurance coverage. The Town reserves the right, on an annual basis, to require an increase in the amount of insurance carried by RFYBO.

16. Severability. Should any part, term, portion or provision of this Agreement or its application to any person or circumstances be held by a Court of competent jurisdiction to be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, or the application thereof to other

persons or circumstances, the said part, term, portion or provision shall be deemed severed, and the remainder of the Agreement shall not be affected thereby provided that the remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Town and RFYBO intended to enter into in the first instance.

17. Defaults Under the Terms of the Agreement. In the event that any party hereto defaults in the performance of a material terms or condition under this Agreement, a non-defaulting party shall provide the defaulting party with a written notice of said default, identifying the corrective action to be taken by that party and providing a copy of such notice to any non-defaulting party to the Agreement. Should the party alleged to be in default not correct its defect in performance within thirty (30) days of the date of notice thereof, and at the option of the party providing the notice, the notifying party may undertake the performance in question and recover the full cost thereof and enforcement costs from the defaulting party.

18. Status of Improvements at End of Agreement. Alt improvements incorporated into the leasehold by the parties to this Agreement, working together or independently during the terms of this Agreement, and whether deemed to be fixtures, structures, utility installations or physical alterations, shall become the sole property of the Town, free and clear of any claims of ownership by RFYBO or any claim on either of their parts for Town contribution toward the cost thereof, once completed. To the extent funded by volunteer labor, in-kind donations of material or equipment or funds contributed by RFYBO, such improvements, once installed and constructed, shall be considered additional in-kind rental payment by RFYBO under this Agreement, and for the initial term of it.

19. Miscellaneous Terms and Conditions.

A. This Agreement constitutes the entire agreement between the parties hereto, prior oral or written understandings of agreements notwithstanding.

B. Paragraph headings shall not be construed as parts of the body of this Agreement.

C. For purposes of this Agreement the terms "leasehold", "subject premises", "ball field" or "ball field(s)" refer to those areas identified as such on attached Exhibit I to this Agreement. "Park" or "Park areas" refers to Glover Park.

IN WITNESS WHEREOF, the undersigned patties have executed this Agreement on the dates in 2026 as shown below.

TOWN OF TROY

_____

David Carlson, Town Administrator

RIVER FALLS YOUTH TRAVELING BASEBALL
ORGANIZATION, Inc.

_____

Marti Oian, President

[Note: Exhibit 1 is an image of Glover Park showing the location of the South Field and the North Field.]

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Exhibit 1 – Glover Park Ball Fields