



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

PARKS & LAKEFRONT (P&L) COMMITTEE MEETING

WEDNESDAY, APRIL 10, 2024 AT 8:30 AM

Village Hall Board Room

250 Williams Street

Williams Bay, WI 53191

There may be a quorum of Village Trustees present, no board business will be conducted.

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Consideration and Possible Action on Quote for Annual Fireworks Show 2024
- IV. Consideration and Possible Action on Quote for Additional Pickleball Courts Striping on Theater Road
- V. Consideration and Possible Action on Park Use Policy
- VI. Adjourn

Jim D'Alessandro
Parks and Lakefront Chair

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 04/08/2024 5:00 PM



March 21, 2024

Village of Williams Bay,

It is a good year for fireworks as the market has stabilized, somewhat, and we had very little changes in pricing form 2023. I know that's good to hear after the huge post-Covid increases a few years ago.

This summer's display will again be fired from barges on the lake in front of the Corn and Brat Festival grounds. It will run approximately 19 20 minutes long and will be fired using a wireless ignition system, so our crew members do not need to be on the barges during the display. Our insurance company really likes that part!.

There are many new fireworks in this years display, across all sizes. I'm sorry that our software is not setup to show which are new for 2024, but there are a lot of them.

The proposal I have attached is a bit different than last year's. It actually shows all cost break downs on the final page as well as what each item costs. Please let me know if there are any questions, or concerns.

We look forward to shooting this great display for you!

Sincerely,

A handwritten signature in black ink that reads 'Bryan D. Olson'. The signature is fluid and cursive, with the first name 'Bryan' being more prominent.

Bryan D. Olson
Sales Representative/Display Operator



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

Opening

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
4	Color and report 10 Shot finale chain		\$119.00	\$476.00
Category Shell Count: 40				\$476.00

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow to variegated with pistil	glitter tail	\$192.50	\$192.50
Category Shell Count: 1				\$192.50
Section Shell Count: 41				

Flights

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Half red half blue chrysanthemum with silver peony ring	Crackling tail	\$13.70	\$41.10
3	Nishiki kamuro niagara falls		\$25.70	\$77.10
3	Reddish gamboge to var. color chrysanthemum		\$25.70	\$77.10
Category Shell Count: 9				\$195.30

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Blue to red ghost peony		\$35.60	\$106.80
3	Silver Hummers w/ Fushia Center ELECTRIC FIRE ONLY (cylinder)		\$58.20	\$174.60
Category Shell Count: 6				\$281.40

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Golden kamuro to white strobe	Gold tail	\$44.50	\$178.00
Category Shell Count: 4				\$178.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Multi-Color Flowers	/rising green flowers	\$79.00	\$316.00
Category Shell Count: 4				\$316.00
Section Shell Count: 23				

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Ghost sweep Blue to Red to white strobe mines 100 shot fan		\$370.00	\$370.00
Category Shell Count: 100				\$370.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$270.00	\$270.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$270.00	\$540.00
1	Assortment Y of 10 pairs (20 shells) J&M shells ELECTRIC FIRE (Low fallout)		\$270.00	\$270.00
Category Shell Count: 80				\$1,080.00

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	3" Red white blue with titanium salute (Cylinder)		\$35.60	\$35.60
Category Shell Count: 1				\$35.60

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Brocade Ring pattern		\$28.20	\$56.40
2	Gold willow with color pistil	Gold tail	\$28.20	\$56.40
2	Half Purple half green with gold willow ring		\$28.20	\$56.40
1	Lemon Dahlia		\$28.20	\$28.20
2	Lime Magenta and orange peony with silver strobe pistil		\$28.20	\$56.40
2	Two color dahlia assorted		\$28.20	\$56.40
1	Willow to Red White and Blue	Gold tail	\$28.20	\$28.20
2	4" SILVER CROWN HORSE TAIL		\$44.50	\$89.00
1	4"SILVER TO GREEN CROSSETTE		\$44.50	\$44.50
1	4"Dragon Eggs		\$44.50	\$44.50
1	Brocade Crown crossette		\$44.50	\$44.50
1	Brocade crown coconut	Large Brocade tail	\$44.50	\$44.50
1	Chrysanthemum to cherry with rosy pistil		\$44.50	\$44.50
1	Glittering willow with blue pistil	glitter tail	\$44.50	\$44.50
1	Green ring inside brocade to purple ring		\$44.50	\$44.50
1	Lemon and pink ring with crackling pistils	whistling tail	\$44.50	\$44.50
1	Purple to dark to green		\$44.50	\$44.50
1	Rainbow crossette		\$44.50	\$44.50
1	Red Coco Crossette	red tail	\$44.50	\$44.50
1	Red green and blue moving stars		\$44.50	\$44.50
1	Spiral ring pattern		\$44.50	\$44.50
1	Assortment O of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE	mixed tails	\$1,040.00	\$1,040.00
Category Shell Count: 63				\$2,045.90

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	1/4 Red green blue & yellow peony w/spangle pistil		\$52.30	\$104.60
2	Blue to red ghost peony		\$52.30	\$104.60
1	Crackling nishiki kamuro		\$52.30	\$52.30
1	Glittering silver to bright red to blue chrys		\$52.30	\$52.30
1	Red and green go getters with red tail	whistling tail	\$52.30	\$52.30
Category Shell Count: 7				\$366.10



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	5"Blue to red to crackle		\$48.80	\$146.40
2	1/4 Peony with crackle pistil		\$79.00	\$158.00
1	Brocade Crown with silver strobe pistils		\$79.00	\$79.00
1	Chartreuse pistil with sun ring	Gold tail	\$79.00	\$79.00
1	Glittering to sea blue saturn with willow ring		\$79.00	\$79.00
1	Golden kamuro to white strobe	Silver tail	\$79.00	\$79.00
1	Golden spider stained glass with crossette		\$79.00	\$79.00
1	Medusa pattern (E-Fire ONLY) (assorted case)		\$79.00	\$79.00
1	Ring to dark to blue peony		\$79.00	\$79.00
1	Scattering with ring (silver wave ring, red blue scatter)	glitter tail	\$79.00	\$79.00
1	Willow to variegated w/ rising flowers		\$79.00	\$79.00
1	Assortment K of 15 different J&M Brand shells (low fallout) ELECTRIC FIRE	mixed tails	\$710.00	\$710.00
1	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$710.00	\$710.00

Category Shell Count: 44

\$2,435.40

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	1/4 Red green blue & purple peony w/crossing circle w/spangle pistil		\$101.00	\$101.00
1	Colorful strobe coconut shells of shells		\$101.00	\$101.00
1	Red titanium salute small flowers		\$101.00	\$101.00
1	Red to yellow peony with blue pistil		\$101.00	\$101.00
1	Stained Glass-Red Green Blue Yellow with Crackling	Glittering tail	\$101.00	\$101.00
1	1/4 peony magenta lemon aqua and orange with crossing circles with crackling pistil		\$188.00	\$188.00
1	Golden wave to swimming		\$188.00	\$188.00

Category Shell Count: 7

\$881.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00
1	Assortment O of 9 different J&M Brand shells ELECTRIC FIRE short leaders		\$730.00	\$730.00
1	Assortment Q of 9 different Long Duration J&M Brand Shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00
1	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	Mixed tails	\$730.00	\$730.00
1	Assortment W of 9 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$730.00	\$730.00

Category Shell Count: 45

\$3,650.00

Section Shell Count: 347

Finales

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Color (rainbow) 8 shot finale chain	mixed tails	\$259.00	\$777.00

Category Shell Count: 24

\$777.00



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Spiderweb 10 Shot finale chain		\$119.00	\$714.00
Category Shell Count: 60				\$714.00

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
15	Rainbow 10 Shot finale chain		\$174.00	\$2,610.00
6	Report and palm 10 Shot finale chain	mixed tails	\$174.00	\$1,044.00
Category Shell Count: 210				\$3,654.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Glittering willow		\$79.00	\$395.00
6	Gold crown	glitter tail	\$79.00	\$474.00
Category Shell Count: 11				\$869.00

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
6	Nishiki kamuro to white strobe with white strobe pistil		\$192.50	\$1,155.00
Category Shell Count: 6				\$1,155.00
Section Shell Count: 311				

Miscellaneous

Glow Stick

Quantity	Name	Rising Effect	Price	Total
10	Glow - Concert Stick (10" glow stick)		\$2.45	\$24.50
Category Shell Count: 0				\$24.50

Ignition Items

Quantity	Name	Rising Effect	Price	Total
315	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)		\$2.20	\$693.00
50	MJG 15' (non-regulated ATF) Igniters with 15' leads (FWI15 - 20 per box)		\$2.20	\$110.00
Category Shell Count: 0				\$803.00
Section Shell Count: 0				

8% Free for Early Payment



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	RWB tails to breaks with report finale 100 shot		\$145.00	\$145.00
1	Red Blue & White strobe finale cake 49 shot		\$218.00	\$218.00
1	Rainbow Crossette 50 shot Z shape		\$260.00	\$260.00
Category Shell Count: 199				\$623.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Rainbow crossette		\$44.50	\$44.50
2	White strobe and red dahlia	whistling tail	\$44.50	\$89.00
Category Shell Count: 3				\$756.50

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to red to crackling ghost peony		\$192.50	\$192.50
1	Purple to nishiki kamuro niagara falls double circles		\$192.50	\$192.50
1	Willow with multi-flash with purple pink lemon pistils	glitter tail	\$192.50	\$192.50
Category Shell Count: 3				\$1,334.00

Section Shell Count: 205

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Assorted effects 100 shot Z shape		\$260.00	\$260.00
1	Crackling mine to blue and red dahlia w/ crackling 120 shot Fan cake		\$430.00	\$430.00
Category Shell Count: 220				\$690.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	3" WHITE STROBE HORSE TAIL		\$25.70	\$77.10
3	Colorful crackling flower dahlia	glitter tail	\$25.70	\$77.10
3	Crackling Nishiki Kamuro	Crackling tail	\$25.70	\$77.10
3	Gold Spangle chrysanthemum with crackling	Large Brocade tail	\$25.70	\$77.10
Category Shell Count: 12				\$998.40

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to dark to red		\$44.50	\$44.50
1	Color dahlia with silver strobe	Gold tail	\$44.50	\$44.50
1	Crackling willow		\$44.50	\$44.50
Category Shell Count: 3				\$1,131.90



J&M Displays Proposal for:
Village of Williams Bay
Lions Corn & Brat Festival - 2024

15% Free for Loyalty Program

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color (rainbow) 8 shot finale chain	mixed tails	\$259.00	\$1,554.00
Category Shell Count: 48				\$2,685.90
Section Shell Count: 283				



J&M Displays Proposal for: Village of Williams Bay Lions Corn & Brat Festival - 2024

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$20,499.70
Discount:	\$3,570.70
Subtotal Fireworks:	\$16,929.00
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$2,500.00
License and Permit:	
Shoot Fee:	\$2,000.00
Delivery:	\$1,250.00
Musical Firing:	
Shoot Cost:	
Equipment Rental:	
Barge/Pontoon Fee:	\$2,321.00
Total Price of Show:	\$25,000.00

Total Shot Count:	1210
Packing Check:	551
Date of Display:	08/10/24
Customer Number:	12222

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$16,929.00 Fireworks Subtotal

\$1,334.00	8% Free for Early Payment
\$2,685.90	15% Free for Loyalty Program
\$4,019.90	Total Free

Total Value of Show is \$32,590.60. Your Price is \$25,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of _____, 20____ at approximately _____ p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☐ \$_____ in full by _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$_____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ___5% ___10% ___15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of _____ or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Bryan D Olson

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: FAX (A/C, No): 216-658-7101														
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER B : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER C : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Everest Indemnity Insurance Co.	10851	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Denali Insurance Company	16044														
INSURER B : Axis Surplus Ins Company	26620														
INSURER C : Everest Indemnity Insurance Co.	10851														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1964529271**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-241	1/15/2024	1/15/2025	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

FIREWORKS DISPLAY DATE: August 10, 2024

RAIN DATE: August 11, 2024

LOCATION OF EVENT: Geneva Lake, Williams Bay, Wisconsin

ADD'L INSURED: The Village of Williams Bay, Wisconsin, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Williams Bay Lions Club (sponsor); Austin Pier Service (barge supplier)

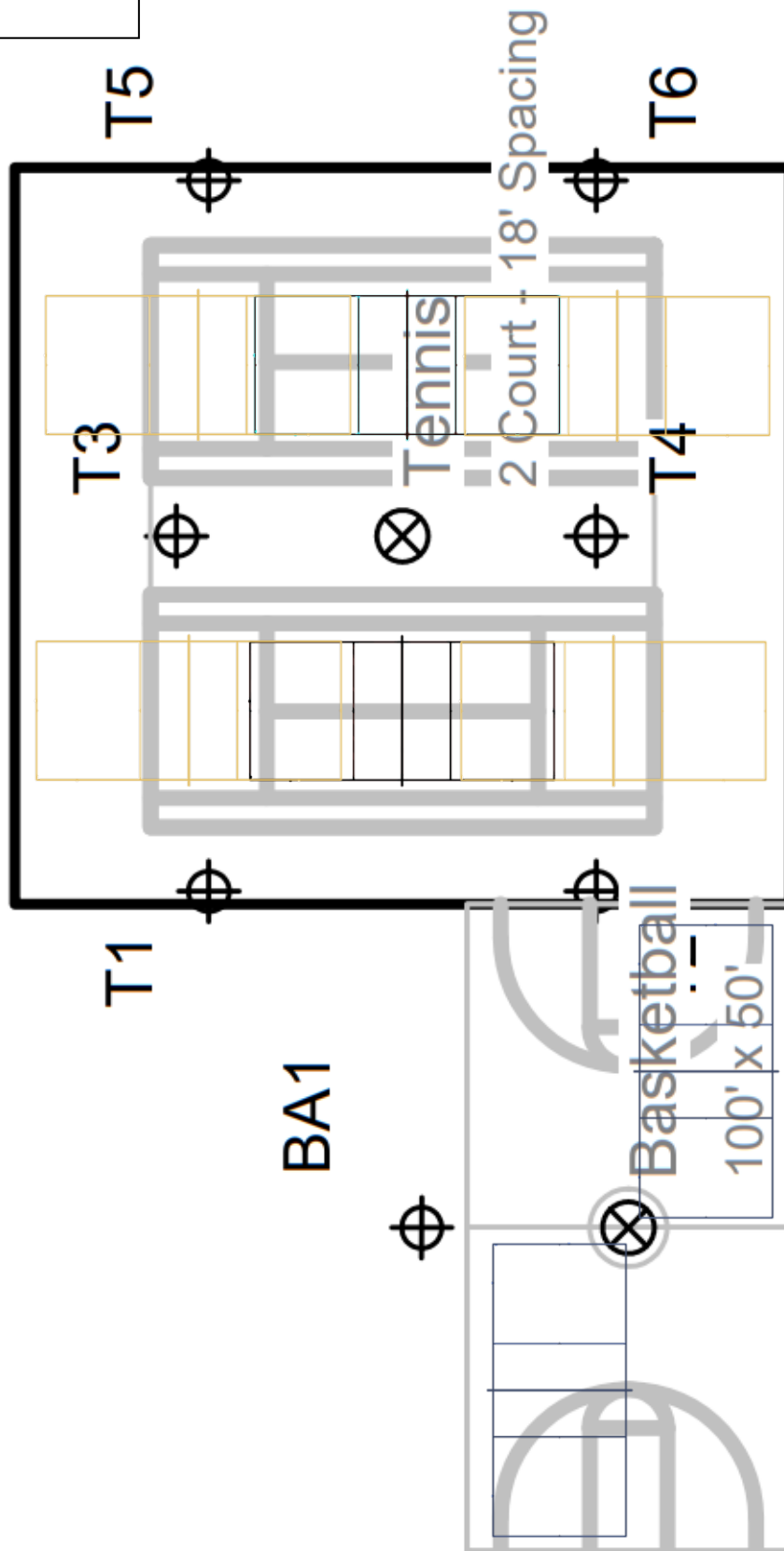
CERTIFICATE HOLDER**CANCELLATION**Village of Williams Bay
PO Box 580
Williams Bay WI 53191
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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****Pickleball close to scale,
but might not be exact****



Black Lines: Original Proposal presented April 1st meeting.

Gold Line: Proposed discussion at the meeting. This would still include the two black line courts laid out for users without their own equipment.

Blue Lines on basketball: Remove gold lines from tennis courts and have two additional courts available on the basketball court.

Option 1: Two Tennis/Pickleball Combination Courts

Option 2: Four Pickleball Courts w/o nets, and Two Tennis/Pickleball Combination Courts

Option 3: Two Tennis/Pickleball Combination Courts and Two pickleball courts w/o nets striped on the basketball court.



Date: March 21st, 2024

Subject: Proposal for Village of Williams Bay Field Usage Agreement and Reservation Form

Attn: Village Board, Parks and Lakefront Committee, and Village Administrator David Lothspeich

I am writing to propose the adoption of the Village of Williams Bay Field Usage Agreement and Reservation Form to streamline the process of granting organizations access to our recreational facilities. This proposal aims to establish clear guidelines, responsibilities, and procedures for field usage while ensuring efficient communication between the Village and participating organizations.

Background:

As our community, programs, and recreational opportunities continues to grow, so does the demand for access to our recreational facilities for organized league play, community events, and other activities. Currently, there is no standardized process in place for reserving and utilizing these facilities, leading to potential confusion and inefficiencies. Moreover, maintaining our fields to high standards is crucial not only for the enjoyment of residents but also for attracting businesses and fostering community engagement.

Proposal Details:

The Village of Williams Bay Field Usage Agreement and Reservation Form is designed to address these challenges by providing a structured framework for organizations to request and secure the use of our fields for their activities. The proposed agreement includes the following key components:

1. **Facility Maintenance and Responsibilities:** Outlines the basic maintenance provided by the Village, including regular grass mowing, garbage collection, restroom cleaning, and general maintenance. Additionally, organizations are responsible for preparing the fields for game day use.
2. **Insurance and Contact Information:** Requires organizations to provide proof of insurance and designate a contact person for communication with Village staff, ensuring efficient coordination and accountability.
3. **Field Usage Fees:** Establishes a transparent fee structure for field usage based on residency status and lighting options, promoting fairness and accessibility to our facilities for all organizations.
4. **Fee Waiver Request:** Allows organizations to request fee waivers for up to three years, subject to review and approval by the Parks and Lakefront Committee and the Village Board. This encourages community engagement and supports organizations with limited financial resources.
5. **Applicant Information:** Requires organizations to provide relevant contact information and details about the requested facility usage, facilitating clear communication and record-keeping.

Village of Williams Bay
P.O. Box 580 • 250 Williams Street
Williams Bay, WI 53191
(262) 245-2700

6. **Signature:** Requires the signature of the applicant to acknowledge agreement with the terms and conditions outlined in the Field Usage Agreement, promoting accountability and adherence to the established guidelines.

Benefits to Our Community and Businesses:

The adoption of the Village of Williams Bay Field Usage Agreement and Reservation Form offers numerous benefits to our community and local businesses:

- **Enhanced Community Engagement:** By providing a standardized process for field reservations, we can encourage greater participation in recreational activities, fostering a stronger sense of community and promoting healthy lifestyles among residents of all ages.
- **Support for Local Organizations:** The fee waiver request option allows local organizations to access our facilities without financial barriers, supporting their efforts to provide valuable services and programs to our community.
- **Attractive Recreation Opportunities:** Well-maintained fields and organized recreational activities contribute to the attractiveness of our community, attracting visitors, businesses, and potential residents who value access to quality recreational amenities.
- **Promotion of Local Businesses:** Increased foot traffic to our recreational facilities can benefit local businesses, such as nearby restaurants, shops, and service providers, by generating additional customers and revenue.

Conditions of Our Fields:

It is important to note that while the Village of Williams Bay is committed to providing basic maintenance for our fields, organizations utilizing these facilities must also adhere to certain conditions to ensure their proper upkeep and longevity. This includes responsible field preparation, adherence to usage schedules, and compliance with any additional guidelines outlined in the Field Usage Agreement.

Recommendation:

After careful consideration, I recommend the adoption of the Village of Williams Bay Field Usage Agreement and Reservation Form. This proposal aligns with our commitment to supporting recreational opportunities, fostering community engagement, and maintaining our facilities to high standards.

Next Steps:

1. Review the attached draft of the Village of Williams Bay Field Usage Agreement and Reservation Form.
2. Discuss any proposed revisions or amendments to the agreement.
3. Vote on the adoption of the agreement during the next Village Board meeting.
4. Implement the agreed-upon procedures for field reservations and usage, ensuring effective communication and collaboration with participating organizations.

Conclusion:

By adopting the Village of Williams Bay Field Usage Agreement and Reservation Form, we can establish a clear and efficient process for managing the usage of our recreational facilities, promoting community engagement, and supporting local organizations. I am confident that this initiative will contribute to the overall well-being and vitality of our community.

Thank you for considering this proposal. I look forward to discussing this matter further and working together to enhance recreational opportunities for the residents of Williams Bay.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ryan Knop', with a stylized 'R' and 'K'.

Ryan Knop
Village of Williams Bay
Recreation Director
rec@vi.williamsbay.wi.gov

Village of Williams Bay Field Usage Agreement and Reservation Form



Village of Williams Bay will provide basic maintenance to fields owned by the Village that are used for organization league play including mowing grassy areas once per week, emptying garbage M-F, cleaning washroom facilities here provided M-F, and any general maintenance or capital repairs when required. The Village of Williams Bay cannot provide equipment or supplies for game day field preparations; each league is responsible for preparing their own fields for game day use.

Each league will provide a certificate of insurance naming the Village of Williams Bay as an additional insured, a contact person who is responsible for all communications between their organization and Village of Williams Bay staff, and a schedule of games to be played on Village of Williams Bay fields.

All fields are owned by the Village of Williams Bay and are open to the public when games are not scheduled. Organization and league games will take precedence over general usage.

Field usage fees have been set by _____

Resident Rate Non-Lighted Field: \$5.00 Per hour

Resident Rate Lighted Field: at \$10.00 Per hour

Non-Resident Rate Non-Lighted Field: \$10.00 Per Hour

Non-Resident Rate Lighted Field: \$15.00 Per Hour

A league or organization may request their fees be waived for three years by filling out the Village of Williams Bay Fee Waiver Request Form. Each request will be reviewed by the Parks and Lakefront Committee with final approval from the Village Board. Please see that waiver for any additional information.

Applicant Information:

Organization/Individual Name: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Email Address:** _____

Facility Requested:

Name of Facility: _____

Purpose of Usage: _____

Date(s) Requested: _____ **Time(s) Requested:** _____

Expected Number of Participants: _____

Signature: _____ **Date:** _____

Village of Williams Bay Field Usage Agreement Terms:

1. Facility Availability and Reservation:
 - a. To inquire about facility availability for rental, please contact the Village of Williams Bay.
2. Rental Application:
 - a. To secure a facility rental, you are required to complete a rental application form. This form will gather event details including event type, date, time, and any specific requirements or information needed.
3. Rental Fees and Deposits:
 - a. Facility rental fees are applicable and may vary based on factors such as facility type, rental duration, and residency status.
 - b. A deposit might be necessary to cover potential damage or additional cleaning costs.
4. Insurance and Liability:
 - a. Proof of liability insurance covering the rental period is mandatory for all reservations. This safeguards both parties in the event of accidents or damage.
5. Rules and Regulations:
 - a. The Village of Williams Bay enforces specific rules and regulations governing your rental event. These encompass noise levels, alcohol use, decorations, and other aspects. Please refer to local ordinances for details.
6. Setup and Cleanup:
 - a. You are responsible for both setting up the facility before the event and ensuring thorough cleanup afterward. The facility should be left in the same condition it was found.
7. Security and Supervision:
 - a. Depending on the event's nature and facility, you may need to provide security personnel or supervision to ensure safety and order.
8. Special Permits:
 - a. If your event involves amplified music, alcohol, or other special activities, you will need to secure additional permits from the village.
9. Communication:
 - a. Maintain regular communication with the Village of Williams Bay's Parks and Recreation Department to confirm details and address any inquiries.
10. Weather Contingencies:
 - a. In case of inclement weather, it is recommended to have a contingency plan. The village might have specific guidelines for weather-related rescheduling or cancellations.
11. Environmental Preservation:
 - a. Any alteration of the natural environment, such as digging or landscaping, requires prior approval.
 - b. Please ensure no harm is caused to plants, trees, or wildlife in the vicinity.
12. Wildlife Interaction:
 - a. Disturbing or feeding wildlife is strictly prohibited.
13. Litter and Waste:
 - a. Dispose of all event-generated trash and waste properly in designated receptacles or remove them from the premises.
14. Pets:
 - a. Pets are not permitted in parks unless they are on a leash or within designated areas.
15. Noise Control:
 - a. Adhere to noise ordinances and respect the natural environment. Amplified music and loudspeakers should be used considerately.
16. Accessibility and Pathways:
 - a. Keep pathways accessible and clear for safe movement, including provisions for attendees with disabilities.
17. Parking and Traffic Flow:

- a. Park vehicles only in designated areas and avoid blocking pathways or parking on grass.
18. Site Cleanup:
- a. After your event, ensure all items and decorations are removed, leaving the facility in its original state.
19. Alcohol and Glass Containers:
- a. Alcohol consumption is strictly prohibited on the premises unless you possess a valid, approved special event liquor license.
 - b. Display the special event liquor license prominently during the event.
20. Permitted Activities:
- a. Clearly define allowed activities within the outdoor facility. Prohibit any potentially harmful or damaging actions.
21. Emergency Access:
- a. Keep emergency routes and exits unobstructed.
22. Sports and Recreational Equipment:
- a. If you bring sports or recreational equipment, ensure safe usage and proper storage.
23. Indemnification and Liability:
- a. You are required to indemnify and hold harmless the Village of Williams Bay from any claims, liabilities, losses, or expenses stemming from your facility use.
 - b. The Village of Williams Bay assumes no responsibility for accidents, injuries, damages, or losses during your rental event.
24. Right to Cancel:
- a. The Village of Williams Bay retains the right to cancel or reschedule facility reservations due to unforeseen circumstances, including emergencies or maintenance requirements.
 - b. If cancellation is initiated by the Village of Williams Bay, reasonable efforts will be made to provide advanced notice, and any applicable rental fees will be refunded or credited.
25. Payment and Late Fee:
- a. Organization and League fee payments are due within 60 days (about 2 months) after the end of the season or last requested date.
 - b. A \$100 late fee will be applied after the 60-day period.
26. Fee Waiver Request:
- a. Organizations may request fee waivers for up to three years by submitting the Village of Williams Bay Fee Waiver Request Form.
 - b. Each request will be reviewed by the Parks and Lakefront Committee and approved by the Village Board.
27. Failure to Comply:
- a. Failure to adhere to established rules and regulations may result in penalties, fines, or additional charges.
 - b. The renting party is accountable for any damage to the facility, natural environment, or other property due to non-compliance.
 - c. In case of non-compliance, the Village of Williams Bay reserves the right to terminate the event, revoke the rental permit, and deny future rental requests.
 - d. Repeated instances of non-compliance may lead to legal action and involvement of law enforcement authorities.
 - e. The Village of Williams Bay is authorized to withhold applicable security deposits or fees in cases of non-compliance or damages.



EDGEWATER PARK USE AND POLICY CONTRACT

The Village of Williams Bay will allow use of the park, shelter building, some park equipment, electricity, water and sewer, natural gas and waiver of alcoholic beverage license fees.

IN RETURN THE UNDERSIGNED AGREES TO THE FOLLOWING:

1) You must specify, in writing, your purpose for using the park with date and time requested and documentation for the event a minimum of four (4) weeks prior to the event.

2) Organizations requesting the park must be non-profit, civic-minded Williams Bay based groups or have a constituency composed primarily of Williams Bay residents. Organization must also possess liability and worker's compensation insurance as required by the Village Board for your particular event.

3) A Five Hundred Dollar (\$500.00) refundable deposit shall accompany this signed contract to assure compliance with the following rules governing use of the park.

4) Organization using the Park agrees to repair or replace any items broken, stolen or lost, such as mops, brooms or cleaning equipment; lights or bathroom fixtures, lawn turf, etc., during the time the Park is used.

5) Organization using the Park must keep the park clean and orderly during your event, including allowing others to freely access the park and the bathrooms. Also, agrees to pick up litter as it accumulates and clean rest rooms during the time of your event. All clean up must be performed by 10:00 AM of the day following the event unless specifically changed by the Village Administrator.

7) Organization must supply chairs, garbage receptacles and dumpster and must be responsible for removing trash and garbage at close of event and to leave that portion of the park in a clean manner. All park tables shall be returned to their original placement in the park.

8) These rules apply to beer and/or wine sales. Beer and/or Wine requests must be submitted to the Village Clerk a minimum of four (4) weeks prior to the event.

- a) Use of alcoholic beverages on village property is prohibited. However, when fermented malt beverages and/or wine are to be sold and/or served at any event authorized by the village board, a valid license shall be obtained and the provisions of village ordinance Chapter 8.01 shall be in full compliance. The license must be held by the person who filed the original application and shall be presented to any law enforcement officer upon request. Prior to the issuance of a license, the applicant must attend a pre-event informational meeting to be held prior to the Village Board meeting preceding this event with the Chief of Police and the Director of Public Works. This meeting is required as specific requirements are to be met for license approval that will be outlined and reviewed.
- b) It is expected that an organization issued such a license will post in one or more conspicuous locations, including sales outlet, signs disclosing that no fermented malt beverages or wine will be served to any underage person or any person without adequate age identification.
- c) A fence is to be installed around the licensed premises to control ingress and egress with designated personnel posted at the entrance for the purpose of checking age identification.
- d) No underage person is allowed to assist in the sale of beer and/or wine, nor are they allowed to loiter in the area of beer/wine sales.
- e) There shall be one point of sale only. Licensee shall comply with regulations specified in Wisconsin Statutes for Class "B" licenses.
- f) A list of those serving alcoholic beverages at this event must accompany this contract.



Page 2 EDGEWATER PARK USE AND POLICY CONTRACT

9) All group members must be informed and agree to abide by these rules prior to the occurrence of the event.

10) Any organization requesting use of the kitchen must contact the Lions Club at nelsonbruce@aol.com to arrange for inspection of equipment available for use.

After approval of a park request has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, administrative or clerical error or likelihood of a breach of the peace.

The applicant agrees by signing this Park Application that the security deposit, when required, shall be held by the Village of Williams Bay, and may be applied to property damage to the premises resulting during the time of the activity or may be forfeited as a result of police action required at the activity. The Village may also seek further action to recover damages to the occupied premises. The applicant agrees not to use the premises for any unlawful activity including those posted in the parks, and also agrees to abide by park rules, regulations and ordinances of the Village of Williams Bay.

The applicant agrees to indemnify the Village and hold it harmless for all expenses, liability and claims of any kind arising out of harm to or activities of attendees to the event. For certain events, the Village may require the applicant to file evidence of insurance in force or other evidence of adequate financial responsibility. The Village may also require the applicant to provide trained security personnel at the event.

Indemnification:

Prior to approving any application for reserved use of any village facility, the village may require the applicant to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, protecting third parties as may be injured or damaged and naming the Village of Williams Bay as an additional insured, in any amount depending upon the likelihood of injury or damage as a direct and proximate result of the reserved use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the applicant, its agents or participants.

General Information

Name: _____ Organization: _____

Address: _____

Phone: _____ Email: _____

Title of Event: _____

Date(s) requested: _____ Is event open to public? (circle one) **YES** **NO**

Summary of Event including the approximate number of attendees:

Contact Information (if different than above)

Name: _____ Organization: _____

Address: _____



Page 3 EDGEWATER PARK USE AND POLICY CONTRACT

Phone: _____ Email: _____



STATEMENT CONCERNING LIABILITY AND WORKER'S COMPENSATION INSURANCE FOR USE OF EDGEWATER PARK

We hereby acknowledge and confirm that the undersigned non-profit group or organization, together with all of its members, are not acting or serving in the service of the Village of Williams Bay in any respect in connection with the use we are about to make of or event we are about to hold in Edgewater Park. Our organization, including all members thereof, is not acting under any contract of hire, express or implied with the Village of Williams Bay nor is our organization, or any members thereof serving the Village of Williams Bay as an independent contractor. Our organization, including all members thereof, will not employ any other persons or firms in connection with the use we are about to make of or event we are about to hold in Edgewater Park as our use or event will be run using our membership or immediate family members of our membership only. This statement is made to clarify and confirm that our organization, including all members thereof, is not subject to Worker's Compensation coverage of the Village of Williams Bay.

We further acknowledge and confirm that the undersigned non-profit group or organization has liability insurance coverage of at least \$1,000,000 (one million dollars) and liquor liability insurance coverage (if applicable) in the same amount of coverage provided to it by its parent organization as set forth below that does provide liability insurance coverage to our local group or organization for the use or event about to take place under our exclusive control in Edgewater Park. We acknowledge that we are responsible, and all of our members and our member's immediate family who may also be participating in our event, for the safe and careful conduct of our event. As an express condition of our event therein under our exclusive use and control we do hereby agree to indemnify the Village of Williams Bay and all of its officials, agents and employees against all liability or loss that the Village of Williams Bay may sustain as a result of claims, demands, costs or judgments arising from the use or event we are about to hold in Edgewater Park.

DATED this _____ day of _____, 20____

Group or organization _____

Our liability insurance provided by: _____

(a certificate of insurance is attached hereto naming the Village of Williams Bay as an additional named insured)

Signed by: _____

President or other authorized signatory

VILLAGE USE ONLY

Date application received: _____ Received by: _____

All documentation attached? yes/no

Date and time of pre-event informational meeting: _____

Committee approval? yes/no Date: _____

Village Board approval? yes/no Date: _____

Comments:



VILLAGE OF WILLIAMS BAY LIONS FIELD HOUSE RENTAL AGREEMENT

PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org
Village Hall: Phone: (262) 245-2700

The Field House is available to rent by all Williams Bay homeowners, renters (who can provide an annual lease), or a current member of the Williams Bay Lions Club, and other qualifying non-profit organizations. Only those homeowners whose name appears on the current tax roll will be allowed to rent the Field House. A current, annual lease is the only proof of residency the Village will accept from renters. The damage deposit will not be returned until the Village has conducted an inspection of the Field House following a rental.

Please note that the Field House is not available for rentals Monday-Friday from 8:00am – 5:00pm.

Fee Schedule

- ☐ **Williams Bay Homeowner – Rental Fee \$200**
- ☐ **Williams Bay Renter – Rental Fee \$200 & Damage Deposit \$500**
- ☐ **Non-Profit Organization – Fee waived per Resolution #R-5-17**

(Please print clearly)

Applicants Name: _____ Email: _____

Name of Organization (if applicable): _____ Phone: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

Note: Reservations will be on a first come, first serve basis. Rental fees and the damage deposit are due at the time the reservation is made.

Date of Event: _____ **Nature of Activity:** _____

Time Requested: _____ **Approx. Number of Attendees:** _____

Maximum Capacity: Chairs only: 214 People; Tables & Chairs: 100 People

Is this event open to the public? _____ If yes, you must provide a Certificate of Liability insurance naming the Village of Williams Bay as an additional insured.

Liquor to be served? Yes/No _____

Only non-profit organizations are permitted to sell alcohol. A Certificate of Liability insurance must be included with the application naming the Village as an additional insured. A minimum of \$1MM in General and Liquor Liability is required. Any non-profit organization that is wishing to sell alcohol as part of their event will need to complete a temporary Class “B”/Class “B” Retailer’s License application. In addition, a temporary operator license will be required. *(Fees waived for non-profit organizations)*

Will funds be generated at this event? _____

If “yes”, you must complete a statement as to how the funds are to be generated and for what purpose.

Commercial “for profit” activities are not permitted. Fundraising activities of non-profit organizations or of individuals for civic and charitable causes are permitted subject to reasonable review and approval of the Village.

I have read and understand that no rental is finalized until the rental fee and damage deposit (when applicable) are paid in full. I also agree that if any additional village services are requested or determined to be impacted, an additional fee will be charged for those services. The damage deposit will be returned within (30) thirty days after assessment and inspection of the building is made for damages or violations of this rental agreement. Any cancellation less than (7) days prior to an event will result in a \$50 cancellation fee.

Signature of Applicant _____ **Date:** _____

VILLAGE OF WILLIAMS BAY

LIONS FIELD HOUSE

RENTAL AGREEMENT

Village Hall: Phone: (262) 245-2700

Please read through each of the items below, and initial each line to signify that you have read, understand, and agree.

_____ Reservations are dependent upon availability.

_____ Keys are the responsibility of the Applicant to check out at Village Hall. **The key must be picked up no later than the end of the prior business day. NOTE: Village Hall only has Saturday hours from May – August.** After completion of the event, keys can be placed in the drop box at Village Hall. Lost keys will result in re-keying charges.

_____ The Field House is not to be left unlocked or unattended at any time. Any damages resulting from the building being left unattended will be the responsibility of the Applicant.

_____ Parking is only allowed in designated parking areas.

_____ The Applicant should review the facility at opening and complete “Pre-Event” inspection of the Facility Checklist. Any pre-existing damages or problems must be identified at that time.

_____ The Applicant shall be responsible for wiping down all tables, chairs and counters with cleaning supplies provided by the Village.

_____ The Applicant shall be responsible to check for the latest guidance from the Walworth County Health and Human Services Department concerning COVID-19 prevention. *That guidance can be found at www.walworth.wi.us.* The applicant agrees to hold the event in compliance with said guidance.

_____ Following the event, the Recreation Department will conduct a “Post-Event” inspection and complete the Facility Checklist. The applicant will be notified if the facility was found in unsatisfactory condition.

Cleaning/Damages

_____ Applicants shall be liable for any loss, damage or injury sustained by virtue of the activity conducted. Damage fees will be determined by the number of man hours required and/or actual cost for services or property replacement.

_____ Decorations are NOT allowed to be affixed to the Ceiling or Blinds. Applicant must adhere to the required post event clean up items on the facility checklist. Any items left incomplete may result in a forfeit any or all of the damage deposit. Additional clean up charges will be billed at \$100.00 for each hour or portion thereof, and \$50.00 for each additional ½ hour or portion thereof.

_____ The Applicant of this rental agreement shall be solely responsible for any violation, damages to the building and cleaning of the building. Any repair costs for damages will be withheld from the damage deposit or charged as a special assessment against the applicant’s property tax bill.

_____ Applicant agrees to abide by all Park Rules, Regulations, and Ordinances of the Village of Williams Bay. The building must be cleaned and vacated by midnight (12:00am).

_____ Once approval has been granted, the Village Board, Village Administrator, Chief of Police, or Public Works Director may revoke same if it is deemed that such action is justified by an actual or potential emergency to weather, fire, riot, or administrative or clerical error. No fee would be charged for cancelation by a Village Officer.

Indemnity: Lessee shall indemnify the Village and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority or guidance from the Walworth County Health and Human Services Department; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the Village, its agents and employees including bodily injury, death, loss of use, monetary loss or any other injury from or related to COVID-19.

The applicant for her/himself and for other person, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the Village of Williams Bay, a Wisconsin Municipality located in Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incident, activities and transactions, of whatever kind and nature, direct or indirect, of mind own and those of or by the Village of Williams Bay, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Signature of Applicant: _____ **Date:** _____

FOR OFFICE USE ONLY			
☐ Reservation made on Field House Calendar	Date Application Received: _____		Rental Fee Received: _____
			Deposit Fee Paid: _____
		Receipt # _____	
Rental Notification provided to:	Police	Recreation Dept.	Public Works
APPROVAL TO RETURN DAMAGE DEPOSIT ☐ YES ☐ NO			

LIONS FIELD HOUSE FACILITY CHECKLIST

APPLICANT: _____ **RESERVATION DATE:** _____

The following is a list of items that need attention at the end of each rental. We ask that renters use this form as a guide to keep our facilities neat and clean. These items are evaluated by the Village of Williams Bay and the Public Works Department. Damage Deposits are withheld based on the satisfactory cleaning of the rental site.

Note: Please use the reverse side of this form for additional comments.

	Pre-Event Inspection	Post-Event Inspection
Tables should be wiped down; no stains or sticky surfaces. Return to storage location.		
Chairs should be wiped down, no stains or sticky surface. Return to storage location.		
Countertops, kitchen sinks, & appliances should be wiped down. Wash, dry and put away all dishes used.		
Appliances must be clean & operational (microwave, ovens, refrigerator garbage disposal & dishwasher).		
Remove all decorations including tape. Tape or Decorations are <u>NOT</u> allowed on Blinds or Ceiling. Failure to remove decorations will result in a charge against the damage deposit.		
Garbage bags removed from building and placed in dumpsters. Please place recyclables in the proper container. Failure to remove the garbage will result in a charge against the Damage Deposit.		
Check outside of the building and park area for debris.		
Bathrooms must be picked up; stalls checked.		
Food and beverages are to be removed from refrigerator. Remove all food brought into the facility		
No markings on wall surfaces; stains, scuffs, holes		
Floors swept and mopped		
Windows and doors must be secured, and lights turned off when leaving.		

FOR STAFF USE ONLY

Key Returned to Village Hall ☐

Damage Deposit Returned in Full ☐

Any Damage Deposit Withheld _____ Reason _____

Total Amount Returned: _____

Submitted to Treasurer for payment: _____

☐ Attached Photos