

## MENTORING AND CITY PROPERTY USE AGREEMENT

Between the City of Madison and Madison Mavericks Limited Liability Company

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THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and Madison Mavericks Limited Liability Company, a Wisconsin Limited Liability Company (hereinafter referred to as “Mavericks”), is effective as of the date by which both parties have signed hereunder.

### WITNESSETH:

WHEREAS, the City is the owner of the Warner Park Community Recreation Center (the “WPCRC”), located at 1625 Northport Drive in Madison, and certain equipment used for recreational programming, including gymnasium facilities, located therein; and,

WHEREAS, the WPCRC’s mission is to provide a gathering place that provides innovative growth and enrichment opportunities for the Madison community and connects people of all ages, races, and cultural backgrounds; and,

WHEREAS, in 2019, the City, in partnership with the Madison Parks Foundation (MPF), established the Kids Need Opportunities at Warner (KNOW) program in order to provide meaningful opportunities for teens and families to engage in free or low-cost programming at the WPCRC. The KNOW program consists of, among other things, Family Fun Night (FFN), Teen Night, and the Spring Break-A-Away 3ON3 Basketball Tournament Series; and,

WHEREAS, Mavericks is an organization, based in Madison, that is recognized by the Official Basketball Association (OBA) League as a semi-professional basketball franchise committed to being visible community leaders in the Madison area and role models for youth through outreach programs and building tomorrow’s leaders by inspiring leadership and athletic excellence; and,

WHEREAS, the Mavericks are able to provide mentoring opportunities, provide coaching resources for youth basketball activities, and are seeking to utilize WPCRC as the location for their home gym.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Mentoring and City Property Use Agreement (“Agreement”) is to set forth the terms and conditions upon which the City will allow Mavericks to use the City’s gym at WPCRC for its practices, home games and other programming in 2021. The Agreement also sets forth the terms and conditions upon which Mavericks will provide mentoring, coaching and officiating staff, and youth fitness programming to compliment KNOW programming at WPCRC.

2. Term. This Agreement shall be effective upon execution by the parties hereto, and extend through December 31, 2021.
3. Grant of Authority; Agreement to Provide Certain Services. By entering into this Agreement, the City grants Mavericks the authority for the use of the WPCRC gym for Mavericks games, practices and activities and meeting rooms for programming. As a condition of granting this use of the WPCRC, the Mavericks will provide mentoring, coaching and officiating for designated basketball programs, and other physical fitness programming opportunities for youth through the KNOW program. Mavericks may offer concessions as specified in Section 4.
4. Special Conditions of Use. By entering into this Agreement, Mavericks agrees to the following special terms and conditions regarding Mavericks' use of the City's gym and the provision of mentoring and programming services at WPCRC:
  - A. Permissible Facility Uses.
    - (1) Mavericks shall have the exclusive use of the WPCRC gymnasium and meeting rooms for its practices, home games, and programming, subject to the approval of the WPCRC Facility Manager or designee. To ensure that the facility remains open to the public when not in use by Mavericks, Mavericks shall make timely reservations for the use of the gym and meeting rooms. Mavericks may not exercise any exclusive use of WPCRC facilities without an approved reservation.
    - (2) Reservations are not transferrable to other organizations.
    - (3) WPCRC will remain open for public use during any use by Mavericks, and may have other reservations in the facility during practices and home games, including reservations for the gym or meeting room immediately before or after Mavericks use.
    - (4) Admission Fees. Mavericks is authorized to charge admission fees for persons to attend its home games at the WPCRC gym, and may restrict access to that part of the WPCRC during any such event. Mavericks are responsible for administering admission fees according to league policies and procedures. The Facility Manager shall approve the ticketing location. No admission fees shall be charged to persons using the WPCRC in a manner unrelated to the home game (i.e., exercise room, birthday parties, weddings, meetings, etc.).
    - (5) Mavericks will ensure that the gym is clean after each reservation
    - (6) Mavericks shall comply with all applicable laws, regulations, ordinances, facility rules and orders, and exercise due regard for persons and property in the use and operation of any facility equipment, including enforcing gym rules according to WPCRC policies and procedures.

B. Mentoring and Programming.

- (1) Mavericks will provide coaching staff or rostered players to lead skills clinics, officiate games, and coach participants for the 5-week 3on3 Basketball Tournament Series (April 2021-May 2021).
- (2) Mavericks will develop a mentoring program for the KNOW Program that will include at least 10 hours per month of mentorship programming that emphasizes honesty, respect, responsibility, and good judgment. Mavericks coaching staff or players will lead the mentoring program. An outline of the mentoring program will be submitted to the WPCRC Facility Manager or designee for approval before implementation.
- (3) Mavericks will develop a health and wellness program for the KNOW Program that helps teens achieve their strength, health, and wellness goals. Mavericks coaching staff or players will lead the health and wellness program. An outline of the health and wellness program will be submitted to the WPCRC Facility Manager or designee for approval before implementation.
- (4) When possible, Mavericks will invite special guests, such as community leaders and current/former collegiate and professional athletes, to engage youth, build positive relationships, and advocate for program participation.

C. Vending.

- (1) Mavericks are authorized to provide concessions at home games within the WPCRC, at an area approved by the WPCRC Facility Manager. The City may limit the items for sale if they do relate to the Mavericks operations.
- (2) Mavericks will need to obtain a park vending permit prior to offering anything for sale at WPCRC, which permit application must be received by the Parks Division at least 30 days before the event.

D. Signage. Mavericks shall not be permitted to place or erect any advertising signs or billboards on City property, except that temporary wayfinding signs may be used while the Mavericks are at the location, provided that they are removed at the end of any activity. Any signs used under this provision must be approved by the WPCRC Facility Manager or designee

E. Parking. This Agreement does not convey any special right to Mavericks, or to Maverick's employees, volunteers, contractors, agents, customers, invitees, or any other third party, to use the City parking spaces, driveways, delivery areas, bike paths, pedestrian walkways or other locations to park vehicles and/or access the City's Property, except as otherwise allowed for under this Agreement or by the written approval of the Parks Superintendent or designee. Any such use must be pursuant to the rules and regulations otherwise in place at the respective location, or as provided for in a separate agreement.

- F. Weapons Prohibition. Mavericks shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, while using the City's Property under this Agreement.
- G. Fees and Charges.
- (1) Payment for Services. The City shall pay Maverick \$5,000 for youth mentoring and programming services (16 hours per month) that are to be provided as outlined in Subsection B above. 50% of this payment will be made within 30 days of signing this agreement, 25% of this payment will be made by July 31, 2021, and the remaining balance will be paid within 30 days of program completion and termination of this agreement. Mavericks will not be charged for use of gymnasium space or meeting rooms during home games, a value of \$1,500, in exchange for the equivalent value of youth programming.
- (2) WPCRC Membership. Mavericks will purchase WPCRC membership ID cards for all members of its organization for a flat fee of \$125 (estimated 25 players/coaches x \$5/card). Mavericks and the City will require all players/coaches to scan their membership ID cards at the front desk when they enter the WPCRC for use of the gym. If an ID card is not available, the player may check-in by giving their name to the front desk attendant.
5. Assignability and Subcontracting. Mavericks shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services provided for hereunder shall be performed by Mavericks and employees or volunteers of Mavericks.
6. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Mavericks of the right to use the City's Property for the purposes set forth herein.
7. Access to City Property. This Agreement gives Mavericks the non-exclusive right to use City Property for specific purposes. In no case shall this limited grant of rights be interpreted to preclude the City's or the public's access to the City's Property.
8. Indemnification. Mavericks shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Mavericks's acts or omissions in the performance of this Agreement and use of the City Property, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

9. Insurance.

- A. Required Insurance. Mavericks will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Mavericks shall not commence work under this Agreement, nor shall Mavericks allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- (1) Commercial General Liability. During the life of this Agreement, Mavericks shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Mavericks's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Mavericks shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
  - (2) Umbrella Liability. Umbrella Liability coverage at least as broad as the underlying Commercial General Liability with minimum limits of \$1,000,000 per occurrence and in the aggregate.
  - (3) Property Insurance. Mavericks shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the WPCRC property. Such personal property includes, but is not limited to, Mavericks installations and equipment. The City shall not be liable for any damage to or loss of property of Mavericks or others located on the WPCRC property except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. Mavericks shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Mavericks shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. Mavericks shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- D. Notice of Change in Policy. Mavericks and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Mavericks shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- F. Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager  
210 Martin Luther King Jr. Blvd., Room 406  
Madison, WI 53703-3345

- 10. Non-Discrimination. In the performance of the services under this Agreement, Mavericks agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Mavericks further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 11. Affirmative Action. For the purposes of this Section, “Contractor” means Mavericks.
  - A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the “Department”), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the

Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

- (1) Exempt Status: In this section, “Exempt” means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights (“Department”) makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.
- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

- (4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.
- (5) Articles of Agreement:

#### ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

#### ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

#### ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the

model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

#### ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

#### ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

#### ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

12. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Mavericks: Madison Mavericks LLC  
Roy Boone  
640 Gatsby Glen DR  
Verona, WI 53593

13. Status of Mavericks. It is agreed that Mavericks is an independent contractor and not an employee or representative of the City, and that any persons who Mavericks utilizes and provides for services under this Agreement are employees of Mavericks and are not employees of the City. In addition, it is agreed that by granting Mavericks the right to use the WPCRC for the purposes set forth herein, that the City is not granting Mavericks the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Mavericks arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.

14. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

15. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

16. Compliance with Applicable Laws. Mavericks shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations

which in any manner affect the services or conduct of Mavericks and its agents and employees. Mavericks's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 17 of this Agreement.

17. Default/Termination.

A. Except where otherwise noted in this Agreement, in the event Mavericks shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Mavericks, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Mavericks, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Mavericks under this Agreement.

B. Notwithstanding paragraph A., above, either Party to this Agreement may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the other Party with thirty (30) days written notice of termination. If Mavericks exercises this provision, Mavericks shall reimburse the City a pro rata share of any payments made to Mavericks by the City for mentoring and programming services that have not yet been performed, in an amount that will be agreed to by Parties.

18. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.

19. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of Mavericks and the Parks Superintendent, or his/her designee.

20. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

21. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Mavericks shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Mavericks therein. A waiver

of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

22. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
23. Authority. Mavericks represents that it has the authority to enter into this Agreement and the person signing on behalf of Mavericks represents and warrants that he or she has been duly authorized to bind Mavericks and sign this Agreement on Mavericks's behalf.
24. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR Madison Mavericks Limited Liability Company

\_\_\_\_\_  
Roy Boone, Owner and Founder

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-\_\_\_\_-\_\_\_\_, ID No. \_\_\_\_\_, approved by the Board of Parks Commissioners on \_\_\_\_\_, 20\_\_\_\_ and adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_\_\_.