

SOCCER FIELD USE AND MAINTENANCE AGREEMENT
Between the City of Madison and the Madison 56er's Soccer Club, Inc.
For the 2015-2029 Seasons

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and the Madison 56er's Soccer Club, Inc., a Wisconsin nonstock corporation (hereinafter referred to as the "56ers"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the 56ers is a non-profit entity that was originally created in 1956 to organize, manage and promote youth soccer leagues in the Madison area; and,

WHEREAS, the 56ers are part of the Madison Area Youth Soccer Association, d/b/a MAYSA, Inc. (MAYSA), an umbrella organization that serves area soccer clubs, their players and coaches by offering inter-club play during the fall and spring, tournaments, soccer camps and coach training; and,

WHEREAS, the City has long recognized and supported the value of organized youth recreational activities for children in the Madison area; and,

WHEREAS, the 56ers have had a long-standing agreement with the City to use and maintain the West Towne Area Retention Basin (WTARB) as a soccer facility, which agreement has benefited the City by creating additional recreational open space at minimal cost to the City; and,

WHEREAS, the Parties' last written agreement regarding the 56ers use of the WTARB soccer fields expired in 2007 and the Parties have been operating under the belief that an agreement was in place since this time; and,

WHEREAS, the Parties' wish to enter into a new agreement regarding the 56ers and MAYSA's use and maintenance of the WTARB soccer fields.

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 Soccer Field Use and Maintenance Agreement ("Agreement") is to set forth the terms and conditions upon which the City will allow the 56ers the non-exclusive right to use and have priority scheduling over the WTARB soccer fields.
2. Term and Renewal. The initial term of this Agreement shall be from the date of execution by all Parties hereto, through December 31, 2019. This Agreement may be renewed for two (2) additional five-year terms (for the 2020-2024 and 2025-2029 calendar years) upon written notice by the 56ers to the City no later than November 31 of

the final year of the Agreement, and upon mutually agreeable terms and conditions. Both parties shall meet annually no later than December 31 of the final year of the Agreement to discuss the continuation and/or amendment and continuation of the Agreement.

3. Premises. The property that is the subject of this Agreement (the “Premises”) is the City of Madison stormwater utility parcel with the tax parcel no. 251-0708-252-0098-7, and better known as the West Towne Area Retention Basin. The Premises is located at 6705-6715 Mineral Point Rd., and lies in the area between Mineral Point Rd., Gammon Place, S. Gammon Rd., Odana Road and Grand Canyon Drive as identified on Attachment A, which is hereby incorporated into and made a part of this Agreement.
4. Grant and Description of Premises. The City does hereby grant to the 56ers the non-exclusive right to use the Premises for its soccer programs, based upon the terms and conditions set forth in this Agreement. This use is subject to the use of the Premises as a stormwater detention facility.
5. Responsibilities of the Parties. The City agrees to provide priority scheduling to the 56ers over the Premises and the 56ers agree to use and maintain the Premises, subject to the conditions set forth in this Section.
 - A. Usage of Premises. The 56ers usage of the Premises shall be as follows:
 - (1) Field Access. The 56ers may have priority access to Premises, according to a schedule approved by the City Parks Division. The Premises may be used by other persons when not in use by 56ers.
 - (2) Third Parties. The 56ers priority access to the Premises extends to MAYSA, and other affiliates of MAYSA, whose requests shall be made through the 56ers, but no other organization or entity without the written permission of the City. The 56ers shall be responsible for the use of the Premises by MAYSA, and other affiliates of MAYSA. The 56ers are authorized to charge MAYSA, other affiliates of MAYSA, and other approved third parties a fee for the use of the fields at the Premises, which fee shall be used solely for the purchase of seed, soil and improvements to the soccer fields. The 56ers shall provide an accounting of the fees collected upon request by the City Parks Division.
 - (3) Use Plan. The 56ers will submit a spring schedule request to the City Parks Division no later than March 15, a summer request by May 1, and a fall request by August 1. The 56ers may not have access to Premises for games or practices before April 1 nor after November 1, however the 56ers may have access to Premises before April 1 and after November 1, as weather permits, for field maintenance activities. The 56ers agree to notify City Parks Division staff when the 56ers intend to commence or end maintenance activities. The City shall approve the 56ers’s use plan within ten (10) days of receipt.

- (4) Unaffiliated Organizations. The Premises shall be made available to other non-affiliated soccer organizations during any unscheduled dates or times. However, where possible, play by other groups shall be limited to Field 2, as depicted on Attachment A.
 - (5) Hours of Use. The 56ers and its participants shall vacate the Premises by 10:00 p.m. each evening.
 - (6) Restrictions on Use. The 56ers and MAYSA shall only use the Premises for the 56ers and MAYSA's own soccer programs and for no other purpose without the City's prior written consent. 56ers and MAYSA will not rent out the fields or allow any other groups or unaffiliated organizations to use the fields for any games or practices. The 56ers agree to direct to the Parks Division any person or organization other than MAYSA and affiliates of MAYSA that wishes to use or rent Premises. The 56ers shall not permit or allow any of its employees, agents, invitees or contractors to engage in any criminal activity on or about the Premises.
 - (7) Unavailability. The use of the Premises under this Agreement is subject to the use of the Premises as a stormwater detention facility. No party may have access to nor use any soccer field at the Premises that has standing water upon it until the water has receded.
 - (8) Cancellation of Activities. The 56ers agree to follow the City's Guidelines for Cancellation of Activities on City Athletic Fields, which guidelines are set forth in Attachment B and are hereby incorporated into and made a part of this Agreement.
 - (9) Special Events. The 56ers agree that no special events or tournaments may be held at the Premises unless the 56ers or MAYSA have gained prior approval from the City Parks Division and complied with all necessary permit requirements.
- B. 56ers Responsibilities. As a condition of the use of the Premises pursuant to this Agreement, the 56ers agree as follows:
- (1) Maintenance. The 56ers will provide all of the equipment, labor, and materials necessary to assume the maintenance, mowing, and upkeep of the Premises and shall keep the Premises clean and in a condition usable for safe recreational and competitive soccer. This includes mowing fields, weed control, top dressing, overseeding, installing and maintaining goals, fertilizing and lining the fields. Weed control must conform to City's pest management program, including the use of a certified application and pre-posting fields to be sprayed, with supporting documentation provided upon request. Prior to assuming the maintenance of the fields, the 56ers will submit its maintenance plans to the City Parks Division and the City

Engineer for review and agrees to comply with any modifications or recommendations detailed by Parks staff.

- (2) Soccer Equipment. The 56ers agree to furnish all necessary barrels, flags, goals, nets, tables and team benches at the Premises. Flags, goals, and nets may be moved as necessary. Goals must meet all Consumer Product Safety Commission guidelines, including but not limited to, design, construction, anchoring, and warning labeling. Nets shall be removed at the end of the season and goals must be removed from Premises at the conclusion of the Agreement. The City Engineer shall approve of any other equipment, structures or materials brought onto the Premises.
- (3) Refuse. The 56ers agrees to walk the Premises and surrounding areas after games or practices to ensure that they remain free of debris. The 56ers shall provide trash barrels at the soccer fields and will assume responsibility for emptying the barrels at least on a weekly basis.
- (4) Utilities. The City shall not provide any utilities. If the 56ers wish to access water service or to make adjustments to access, the 56ers agree to make arrangements through the Madison Water Utility and pay the water charges directly to the Madison Water Utility.
- (5) Vending. The 56ers shall not conduct nor allow any sales or concessions unless the 56ers have gained prior approval from the City Parks Division and complied with Sec. 8.17, Madison General Ordinances.
- (6) Signage. The 56ers may maintain any existing City approved signage on the Premises, which signage, under the previous use agreement allowed the 56ers to associate its name with the Premises, state that the Premises was City owned and that the Premises is being maintained by the 56ers in cooperation with the City. In addition, the 56ers may have temporary signage on Premises with the prior written approval of the Superintendent of Parks who shall be the sole arbiter of design, content, and placement.
- (7) Damages to Premises. 56ers shall be responsible for repair of damages to Premises, excepting normal wear and tear, within ten (10) days written notice by City. If such repair is not completed to the satisfaction of City, 56ers shall pay actual cost of restoration, such cost determined solely by Parks Division. In addition, Parks Division reserves the right to request a \$1,000 damage deposit for 56ers's special use of Premises for events such as tournaments. The deposit shall be submitted ten (10) days prior to the special event, and may not be released until thirty (30) days after the event.
- (8) Storage. No storage on the Premises will be provided to the 56ers.
- (9) Weapons Prohibition. 56ers shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons,

including concealed weapons, in the course of performance of work under this Agreement, other than while at 56ers' or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

- C. City Responsibilities. In addition to those responsibilities set forth above, the City agrees as follows:
- (1) Maintenance Responsibilities. City's responsibility for maintenance of the Premises shall be limited to the following items:
 - (a) Mowing and maintenance activity of the drainage areas of the Premises that are not usable as soccer fields.
 - (2) Repairs. Except as set forth in Section 5.B.(8) above, 56ers shall give the City prompt written notice of the necessity of repairs and replacements to the Premises and the City shall have a reasonable time to undertake and complete such repairs and replacements.
- D. Vacating the Premises. Within thirty (30) days after the end of the term, the 56ers agree to vacate the Premises, remove all personal property, and leave the Premises in a state of cleanliness and repair to City's satisfaction. The 56ers's personal property includes soccer equipment, mowers, trimmers, shovels, rakes, and other equipment used in the conduct of the 56ers programs and field maintenance. By agreement between the 56ers and the City Engineer, the Parties may amend the terms of the removal of the 56ers's personal property.
- E. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant the 56ers the right to sell or distribute any goods or services provided by the City, nor does the City grant the 56ers the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol. In any commercial advertisement or announcement, the 56ers may use the name of the drainage basin where the Premises is located, but any such advertisement or announcement must also indicate that the 56ers's activities are not associated with or affiliated with the City.
- F. Miscellaneous.
- (1) Any duties designated in this Agreement "as needed" shall be determined at the sole discretion of the City.
 - (2) Either party may contract with a third party to perform any duties set forth in this Agreement, with the understanding that any of the 56ers' third party contracts are subject to prior written approval of the City.

6. 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.
7. Status of Parties. It is agreed that the 56ers is an independent contractor and not an employee or representative of the City, and that any persons who the 56ers, either on its own or through the 56ers, utilizes and provides for services under this Agreement are employees of the 56ers and are not employees of the City of Madison.
8. 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 the 56ers the right to use Premises for the purposes set forth herein.
9. Access to Premises. This Agreement gives the 56ers the non-exclusive right to use Premises for its soccer programs. In no case shall this limited grant of rights be interpreted to preclude the City's or the public's access to the Premises. City may at all times enter in or on the Premises for the purpose of inspection, maintenance, and repair.
10. Improvements. Except as otherwise agreed to by the Parties, all improvements, additions, and betterments made by the 56ers to the Premises shall become a part of City property, and therefore a part of the Premises. The 56ers agree, however, that it shall not make, construct or install any improvements, additions, betterments or structures of any kind anywhere in Premises or on adjacent City property without first obtaining the City Engineer's written permission. All improvements, additions, or betterments made by the 56ers shall be made at the 56ers' own expense unless otherwise agreed upon by both parties.
11. Assignability and Subcontracting. Except as otherwise provided for in this Agreement, the 56ers shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by the 56ers and employees of the 56ers.
12. Amendments. This Agreement shall be binding on the parties hereto, 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 the 56ers, the City Engineer and the Parks Superintendent, or their designees.
13. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or the 56ers 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 the 56ers 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.

14. Indemnification. The 56ers shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, 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 the 56ers' and/or the 56ers' Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

15. Hazardous Substances; Indemnification. The 56ers represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The 56ers further agree to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

16. Insurance.
 - A. Required Insurance. The 56ers will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The 56ers shall not commence work under this Agreement, nor shall the 56ers 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. The 56ers shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. The 56ers' coverage shall be primary and noncontributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. The 56ers shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the

above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (2) Automobile Liability. The 56ers shall procure and maintain during the life of this Agreement Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. The 56ers shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - (3) Worker's Compensation. The 56ers shall procure and maintain during the life of this Agreement statutory Workers' Compensation insurance as required by the State of Wisconsin. The 56ers shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
- 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. The 56ers 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. The 56ers shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The 56ers shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Change in Policy. The 56ers 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, the 56ers 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, Room 406
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

17. Non-Discrimination. In the performance of work under this Agreement, the 56ers agree not to discriminate against any employee or applicant for employment 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. The 56ers further agree not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
18. Nondiscrimination Based on Disability. The 56ers shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

The 56ers hereby makes the following assurances: the 56ers assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this Agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the 56ers and any subcontractor, with section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

The 56ers may not, in the exercise of its rights under this Agreement, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: The 56ers assure that, in providing any aid, benefit, or service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- A. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- B. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- C. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- D. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- E. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- F. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- G. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

The 56ers shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

19. 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 by mail, or hand delivered to the addresses of the parties listed below:

City: City Engineer
210 Martin Luther King, Jr. Blvd., Room 115
Madison, WI 53703

Superintendent of Parks
P.O. Box 2987
210 Martin Luther King, Jr. Blvd., Room 104
Madison, WI 53703

56ers: Tim Hanson, President
Madison 56er's Soccer Club, Inc.
437 S. Yellowstone Dr., Ste. 220
Madison, WI 53719-1096

Either party shall give five (5) days written notice to the other party regarding any changes.

20. Default/Termination.

- A. In the event the 56ers 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 the 56ers, 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 the 56ers, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of the 56ers 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.

21. 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.

22. Entire Agreement. All terms and conditions of this Agreement are expressly contained herein, and the parties agree that neither the City nor the 56ers has made any representations or promises with respect to this Agreement not expressly contained herein.

23. Compliance. The 56ers shall comply with all applicable laws and regulations of the City of Madison, County of Dane, State of Wisconsin, U.S. Government, and any other governmental authority having jurisdiction over the Premises.

24. Law Applied. The parties agree that this Agreement shall be governed by, construed and enforced according to the laws of the State of Wisconsin and Wisconsin courts.

25. Authority. The 56ers represent that it has the authority to enter into this Agreement and the person signing on behalf of the 56ers represents and warrants that he or she has been duly authorized to bind the 56ers and sign this Agreement on the 56ers' behalf.

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.

MADISON 56ER'S SOCCER CLUB, INC.

Tim Hanson, President

Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

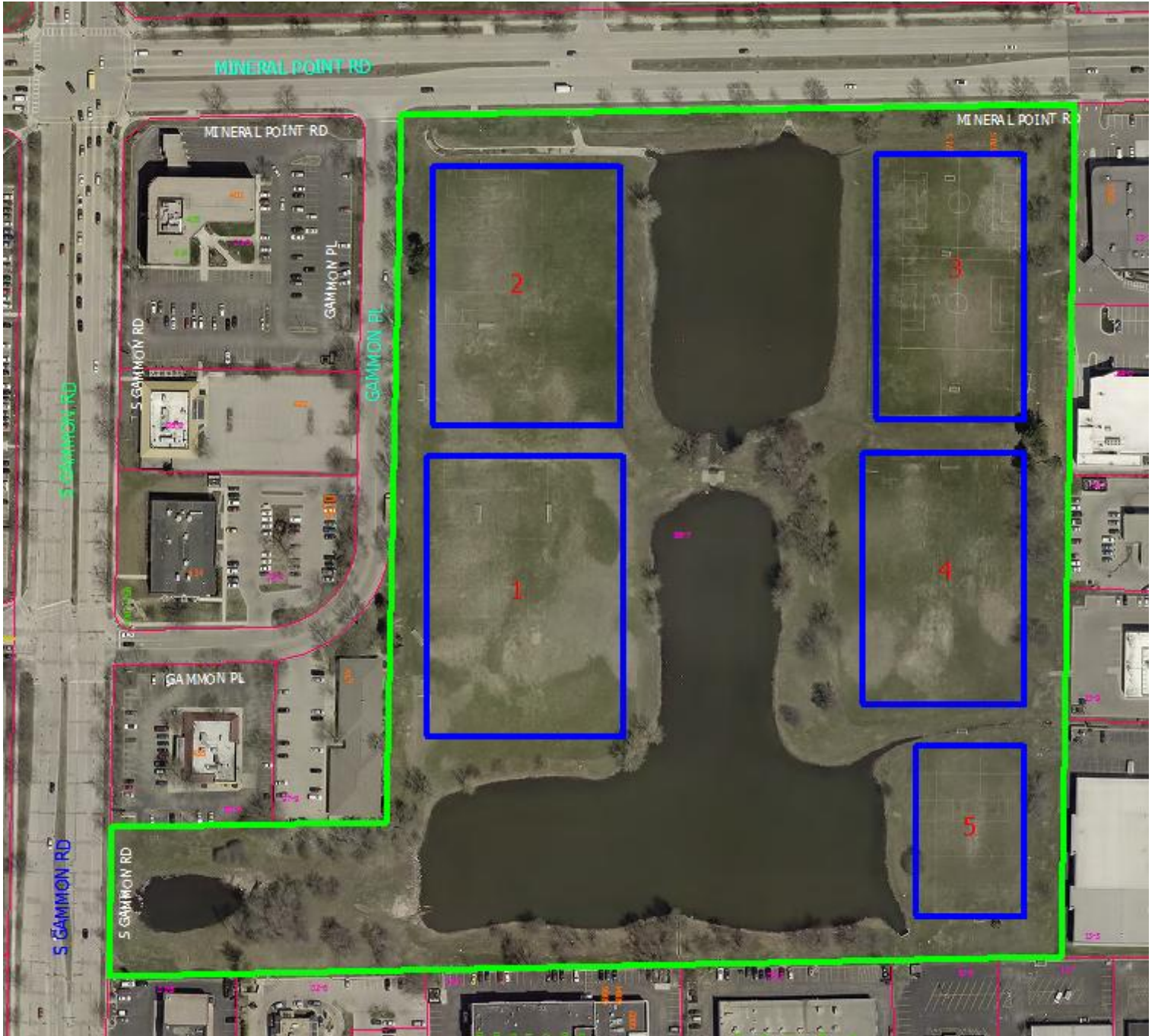
Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES 15-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2015.

ATTACHMENT A
Map of Premises
West Towne Area Retention Basin



ATTACHMENT B

CITY OF MADISON PARKS DIVISION Guidelines for Cancellation of Activities on City Athletic Fields

The City of Madison Parks Division reserves the right to cancel an athletic activity or event scheduled in a City athletic field in the case of inclement weather and/or poor field conditions. The two main purposes of this policy are to ensure the safety of the participants and to prevent the fields from being damaged. In accordance with this policy, Parks Maintenance Supervisors or their designees may deny access to a field or require an activity to stop.

Some examples of conditions that would require cancellation of an athletic activity or event:

1. Standing puddles of water on the field.
2. Footing that is unsure and slippery.
3. Ground that is water-logged and squishy.
4. Grass that can be pulled out of the ground easily.
5. Lightning.
6. Severe weather storms.

When games are played on fields with poor or unsafe conditions, participants and spectators can be injured, possibly seriously. Also, major damage to the fields can result. Afterwards, it can take months, or even years, for the fields to get back into quality playing condition.

Teams or leagues that refuse to follow this policy will be subject to the following disciplinary action:

1. First Offense: Written warning to the team and the head of the organization.
2. Second Offense: Suspension of the team or organization from access for one week.
3. Third Offense: Forfeiture of a team's privilege to play games on City of Madison Parks fields or other City athletic fields for the remainder of the season.