

Village of Marshall, WI
“Stewards of Fireman’s Park”

PO Box 45

Marshall, WI 53559

Date: November 4, 2014 revised January 15, 2015, final revision 1-29-15

Organization: Village of Marshall Fire Department

Contact Name: Dan Timpel

City, State ZIP: Marshall, WI 53559

Phone: Cell: 608-209-4288

Email: dtimpel@auburnridge.com

The Village of Marshall will retain the name of Fireman’s Park in honor of the Marshall Fire Department. The Village of Marshall petitions the Marshall Fireman to be “Stewards of Fireman’s Park. This agreement formalizes the relationship between the Village of Marshall Fireman (hereafter referred to as Stewards of Fireman’s Park, STEWARDS) and The Village of Marshall (hereafter referred to as the Village) for the purposes of volunteer work, fund raising and fund management for projects and activities approved by the Village of Marshall. Under no circumstances are the STEWARDS acting on behalf of the Village for purposes of incurring debt or obligating the Village in any matter.

“The Projects and activities” covered in this Agreement are listed here as:

- A. There shall be one member on the Village Parks Committee from the STEWARDS.
- B. The Fireman will contribute \$6,000 annually to the Village of Marshall, Firemen’s Parks improvement. The \$6,000 will be paid on or before June 1st of each year.

- C. *STEWARDS will be allowed the use of all facilities and not be charged a park use fee to host their annual Fireman's Festival. Necessary permits and preplanning communications and event schedules will be required at minimum 60 days before an event. All pre and post STEWARD event activities will be evaluated by STEWARDS and the Village Park's Department. All damages will be at the expense of STEWARDS. The annual Firemen's Festival will be scheduled on the Friday, Saturday and Sunday after Father's Day. This annual event will require park usage 4 days before and 4 days after the event.
- D. The Fireman may have one additional fundraising event per year at Fireman's Park. This second event requires park application approval, same as bullet "C". This event must be complete from start to finish in three consecutive days.
- E. The Firemen will be allowed use of the park's facilities, without charge, for their Firemen's Park annual appreciation meal; a one day event. Preapproval, through parks permitting is required.
- F. The Firemen will be allowed use of the concession stand during Marshall Home Talent events. All proceeds from said concessions will be kept by the Firemen.
- G. This Agreement will be in effect from the date of signing. A written 60 day notice by either party may separate this agreement but will not eliminate the current fiscal years responsibilities.
- H. Amendments to this agreement can be presented in writing to the Village Administrator and Village Board of Trustees. Amendments, to be in effect, must be voted and agreed upon by the Village of Marshall Board of Trustees.
- I. If the Fireman need the equipment that is owned/store they would like first right of use. Make sure the equipment is available to them when needed.

The Village receives and holds funds raised by the STEWARDS for the purposes listed above. The STEWARDS will be the primary party responsible for budgeting and/or fund raising activities and solicitations. The Village may assist in these efforts by providing guidance and by working with major donors.

Unless otherwise instructed by the Village, all press releases, flyers, solicitations and other public documents authored by the STEWARDS describing the project shall be worded to include the name of the project and "in cooperation with the Village of Marshall." However, the Annual Firemen's Festival is exclusion. Although, all promotions will include the Village of Marshall "Parks Brand".

All money collected by the STEWARDS, for "The Projects and activities" shall be made payable to: The Village of Marshall and designate the name of the planned project. As funds are collected, they are to be mailed to the Village at the address listed above. If contributions are made to the STEWARDS, the STEWARDS are responsible for these funds until they are turned over to the Village. The Village encourages the STEWARDS to have donors send donations directly to the Village clearly marked for the STEWARDS. A detailed list of donations received by the STEWARDS containing the donor's name, address and the amount donated should be kept by the STEWARDS and must be kept by the Village (as required by the IRS).

The Village will e-mail the STEWARDS, if the STEWARDS have activity, a monthly accounting of donations, expenditures and account balances at the end of the previous month. The STEWARDS will acknowledge all donations received and will also acknowledge the Village partnership in all correspondence. The Village will prepare and mail acknowledgements for gifts over \$100, to include the names of Village of Marshall and the Village of Marshall Fire Department.

Funds held by the Village for the STEWARDS are under the full control of the Village Board of Trustees and shall be expended only for the purposes stated in the project description above after the approval of the Board of Trustees. As projects and activities of the STEWARDS require funding, the STEWARDS shall notify the Village in writing of the amount of funds to be disbursed and to whom the check shall be made out. Such notification shall be made by the signers of this agreement and include, upon the request of the Village, a certification of an officer of the STEWARDS that such disbursement has been duly authorized by the STEWARDS's governing body or such other documentation to that effect as the Village may reasonably request, and the original invoice for the services or material. The STEWARDS shall indemnify and hold harmless the Village for all causes of action, liabilities, damages or other losses incurred by the Village arising out of or as a result of the Village's compliance with the STEWARDS instructions described in this paragraph. The aforementioned stands true for the Stewards.

Should the STEWARDS cease to exist and all outstanding obligations relating to the approved projects of the STEWARDS have been satisfied, or if the STEWARDS become inactive for one year, the remaining funds will be designated for operations and/or improvements at Fireman's Park.

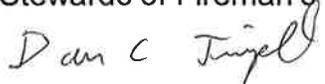
THE VILLAGE EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND. Notwithstanding anything to the contrary herein and without modification of other limits of liability set forth herein, in no event shall either party be liable to the other for any damages, claims, demands, suits, causes of action, losses, costs, expenses and/or liabilities in excess of an amount equal to the amounts received by the VILLAGE on behalf of the FOFP regardless of whether such liability arises out of breach of contract, guaranty or warranty, tort, indemnity, contribution, strict liability or any other legal theory, excluding fraud.

For the Village of Marshall:


Village President

2-10-2015 Date

For the Stewards of Fireman's Park:

Name: 
Title: Marshall Fire Department President

3-9-2015 Date