

CHEYENNE PARK OFF-LEASH AREA USE AGREEMENT

1. This Cheyenne Park Off-Leash Agreement (“Agreement”) is between the City of Cedar Rapids, Iowa (“the City”) and K9COLA of Cedar Rapids for non exclusive use the Off-Leash area of Cheyenne Park located at 1500 Cedar Bend Lane Ely, Iowa.

2. Term of the agreement shall be from April 25th, 2007 to April 1st, 2008.

3. The parties agree to the following terms:
 - A. K9COLA shall:
 1. Provide the City with liability insurance as stipulated below for their non-exclusive use of the Off-Leash area of Cheyenne Park.
 2. Be allowed to use the Off-Leash area for its activities, including fund raising, for the promotion of the park, promotion of proper dog care and maintenance and proper training of dogs that may use the park.
 3. Work with the Cedar Rapids Recreation Department to provide free or low cost clinics and events promoting the care, maintenance and training of dogs.
 4. Pick up and remove to a designated location at the front of the park the contents of refuse cans and containers located in the park on a regular basis.
 5. Submit a list of officer names and phone numbers to the City Park Department to contact for need or emergency.
 6. Submit to the City Park Department a schedule of events and dates to be held at the park.
 7. Observe established park hours and rules.
 8. Be allowed to construct a small building inside the fenced area of the off-leash park for its use and storage of equipment and supplies. It further agrees to keep the building in repair and free of graffiti. Also, that the City will not be responsible for loss or theft of building or contents. The City Park Department, prior to construction, shall approve the design, size and color of the building.
 9. Agrees that no one shall be denied access to or participation in its organization or programs because of that person’s race, sex, national origin, creed or any other impermissible classification as defined by law.

 - B. The City of Cedar Rapids shall:
 1. Allow K9COLA to use the Off-Leash area of Cheyenne Park for fund raising which promotes the park and the care, maintenance and training of dogs which may use the park.
 2. Continue to mow the lawn areas, as needed, provide a portable restroom on a year around basis and provide a parking area to the Off-Leash area.
 3. Provide disposable refuse pick up bags and can liners to the park.
 4. Help site and construct a small storage building for the use of K9Cola.

4. CANCELLATION:

The City of Cedar Rapids reserves the right to cancel the agreement upon 30 calendar days written notice to K9COLA. K9COLA reserves the right to cancel the agreement upon 30 calendar days written notice to the City Park Department in the event K9COLA determines such cancellation is in their best interests.

5. **HOLD HARMLESS, INDEMNITY AND LIABILITY INSURANCE:**

K9COLA shall indemnify and hold harmless the City and its officers and employees from any and all liability, claims and expenses of any kind by reason of injury to any person, corporation or property that may arise, occur, or grow out of the use or maintenance of it by K9COLA, its volunteers and employees, subcontractors or any independent contractors working under their direction.

General Liability Insurance: K9COLA shall purchase and keep in force during the term of this agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included.

Subcontractors: In the case of any work sublet, K9COLA shall require subcontractors and independent contractors working under the direction of either the K9COLA or a subcontractor to carry and maintain workers compensation and \$1,000,000 of liability insurance.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claims made form.

Additional Insured: City of Cedar Rapids, its officers and employees shall be named as additional insureds on the K9COLA liability insurance policy and certificates of insurance.

Proof of Insurance: The K9COLA shall furnish the City with Certificates of Insurance and a copy of the policy if requested by the City. All certificates must be approved by the City Attorney and meet the requirements of the Cedar Rapids City Council.

Insurance Cancellation or Material Change Notice: Certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the City of Cedar Rapids Parks Department located at 3601 42nd St. NE, Cedar Rapids, IA 52402 via certified mail.

Certificates of Insurance Signature: Certificates of insurance shall be signed with an original panned signature of the agent and include the typed name of the agent and City, address, and phone number. Signature stamps shall not be used on the certificates. Photocopies are not acceptable.

Dated this _____ day of _____, 2007.

City of Cedar Rapids, Iowa

K9COLA

By: _____

By: _____
President