

**Memorandum of Understanding  
Between  
City of Lodi and  
Lodi Area Pickleball**

This Memorandum of Understanding (MOU) is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between City of Lodi ("the City") and the Lodi Area Pickleball ("LAP").

**WHEREAS**, the City has decided to convert two tennis courts owned and maintained by City located at 501 Fair Street in the City to pickleball courts ( the courts) at their courts located at 501 Fair Street; and

**WHEREAS**, LAP is an informal volunteer organization that has been providing opportunities for people to learn and play the game of pickleball for about five years and has partnered with Lodi C.R.E.W. to assist with a summer youth pickleball program and winter indoor pickleball at the high school; and

**WHEREAS**, the City supports LAP's mission to provide pickleball education and instruction to people of all ages; and

**WHEREAS**, LAP wishes to use the ~~pickleball~~ courts for instruction and recreational play of pickleball;

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

**LAP** agrees to utilize the courts consistent with their mission to promote the sport of pickleball through community outreach, education and training.

1. Designate on or more persons to sServe as the point of contact for all inquiries from the City and public inquiries regarding pickleball events and education.
2. As directed by and in coordination and partnership with the City, assist with fundraising and grant applications to help further develop, improve, and maintain the courts.
3. All requests for improvements to the Courts must be reviewed and approved by the City prior to the commencement of any work. all proposals to make substantial changes to the Courts shall be Approved by the City Common Council before commencement of the work.
4. LAP shall comply with all federal, state and local laws and regulations related to the organization's activities and use of the City's courts.
5. Ensure that non-LAP members are able to use the courts for free.
- 3-6. Provide the City with a schedule of proposed Court use at least 10 days in advance of the use by LAP.

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**City Responsibilities:** City agrees to complete the following responsibilities to support the use of the courts:

1. Perform court maintenance, improvements or upgrades as determined necessary by the City.
2. In coordination and partnership with LAP, assist with fundraising and grant applications to help further develop, improve, and maintain the courts.

**Indemnification:** Lodi Area Pickleball agrees to hold harmless, defend and indemnify the City of Lodi, its elected officers, appointees, and employees against any and all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to any activities, actions, or other conduct performed under this MOU by the LAP on City property.

**Termination:** It is understood and agreed that either party may terminate the MOU. Termination shall be valid only after written notice by the terminating party is served upon the other party, at least thirty (30) days prior to the proposed date of termination.

**Amendment:** No amendment or modification of this MOU shall be valid unless expressed in writing and executed by the Parties.

**Assignment:** This MOU may not be assigned without the written approval of both the City and LAP.

**Notice:**

For LAP: Bill Welch  
116 Merton Ave  
Lodi WI 53555

For City: City Administrator  
130 S Main St  
Lodi WI 53555

All notices so given shall be considered effective when delivered, as stated above.

**Third Party Beneficiary:** The enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the City and LPA, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other or third person.

**Lodi Area Pickleball:**

\_\_\_\_\_  
Bill Welch

**City of Lodi:**

\_\_\_\_\_  
Ann Groves Lloyd, Mayor

**Attest:** \_\_\_\_\_  
Brenda Ayers, City Clerk