

Property Use License

City of Waukesha – Salvation Army, Waukesha Corps

This Property Use License, referred to herein as the License, is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and the Salvation Army, Waukesha Corps, 445 Madison Street, Waukesha, Wisconsin 53188, referred to as the Salvation Army. Together, the City and the Salvation Army are referred to as the Parties.

Recitals

The Salvation Army annually conducts a Toy Shop during the Christmas season, a charitable event at which toys that are collected by the Salvation Army are given out to their clients.

The City's City Hall Annex, 130 Delafield Street, referred to herein as the Annex, is vacant and is not being used by the City for any purpose. The Annex is adjacent to the Salvation Army's headquarters building, is large enough to accommodate the activities of the Toy Shop, and has good accessibility.

The City allowed the Salvation Army to use the Annex for their Toy Shop in 2022, and is willing to allow the use again in 2023.

Now, therefore, the Parties agree and contract as follows:

1. **Grant of License.** The City grants the Salvation Army a license to use the Annex, including the building and grounds at 130 Delafield Street, Waukesha, to conduct its Toy Shop. The license commences November 21, 2023 and expires on December 31, 2023. No other activities may be conducted in the Annex. Permitted activities include the delivery, storage, and sorting of toys and other articles to be given out during the Toy Shop event by Salvation Army staff and volunteers, the distribution of toys and other articles to their clients, parking of staff, volunteer, and client vehicles in the parking lot, having clients enter onto the property to participate in the event, and all other activities customarily associated with the event as it has been conducted in the past. The Salvation Army shall be provided with the use of two sets of keys for entry into the building, which shall be returned to the City upon expiration of the license.
2. **Regulations on Use.** The Salvation Army shall observe the following regulations:
 - a. Volunteers and other non-employees of the Salvation Army shall be allowed into the Annex building only while supervised by Salvation Army staff.
 - b. Clients and other participants in the Toy Shop event shall be allowed only into the first floor of the Annex, and may not go into the lower level.
 - c. The Salvation Army shall keep the Annex building and grounds neat, clean, and free of debris and garbage.
 - d. The Salvation Army shall be solely responsible for security of all personal property brought onto the Annex grounds or into the Annex building. The City does not warrant the security of the Annex for the Salvation Army's purposes, and will not be responsible for any loss or damage to any personal property brought to the Annex in connection with the Toy Shop event.
 - e. The Salvation Army shall be solely responsible for the conduct of the Toy Shop event, including the direction of traffic into, out of, and around the Annex, and the safety and security of participants in the event. The City will not provide personnel for the conduct of the event.

- f. All personal property brought onto the Annex property in connection with the Toy Shop event shall be removed from the Annex on the expiration of this license, and the premises left in broom-clean condition, normal wear and tear excepted.
3. **No Warranty of Condition.** The Annex is provided to the Salvation Army as-is, and the City makes no warranty as to the suitability of the Annex for the Salvation Army's purposes.
4. **Heating and Utilities.** The City shall keep the Annex building heated to a minimum of 55° F. Water and electric utilities shall remain connected and the Salvation Army may use them during their use of the Annex.
5. **Insurance.** The Salvation Army shall at all times maintain public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and shall obtain an endorsement making the City an additional insured. Proof of insurance shall be provided to the City.
6. **Indemnification.** The Salvation Army shall indemnify and hold the City harmless from any and all third-party claims arising in connection with the Salvation Army's use of the Annex and the conduct of the Toy Shop event, including damage to personal property, personal injury, and death.
7. **Not a Lease.** The Parties acknowledge and agree that this agreement between the Parties is a license and is not a lease, and that the provisions of Wisconsin Statutes Chapter 704 do not apply to the Salvation Army's use of the Annex.
8. **No Fee for License.** There is no fee for this License.

Dated as of the 21st day of November, 2023.

City of Waukesha

By Shawn N. Reilly, Mayor

Attested by Gina L. Kozlik, City Clerk-Treasurer

Salvation Army, Waukesha Corps

By Major Teri Nauta