

Vehicle Storage Agreement

City of Waukesha – Salvation Army Waukesha Corps

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

Recitals

The Salvation Army provides support services to the City Fire Department by providing food and beverage service at the scenes of fires and other emergencies. The Salvation Army provides these services with a mobile "canteen."

The Salvation Army is in the process of acquiring a new canteen, which will be a food preparation and service body mounted on a Chevrolet 5500 Silverado 4x4 chassis of approximately 30 feet in overall length, referred to herein as the Canteen. The Salvation Army is in need of a temporary indoor storage facility for the Canteen, until it can secure a permanent storage location of its own. The Parties anticipate that temporary storage may be needed for three to five years.

The City has available indoor storage space suitable for the canteen.

In grateful recognition of, and in consideration of, the Salvation Army's support services, the City is willing to allow the Salvation Army to store its canteen in a City facility, subject to the terms of this Agreement.

Therefore, in consideration of the mutual promises of the Parties herein, the City and Salvation Army agree and contract as follows:

1. The Salvation Army is granted a license to store its Canteen in the bay designated by the City in Fire Station 2, 1714 Pearl Street, Waukesha, Wisconsin. The location may be changed by the City at any time in the City's discretion, including to other fire stations elsewhere in the City.
2. This Agreement has an indefinite term and shall terminate upon City's reasonable notice to the Salvation Army.
3. The storage location will be heated and kept secured by the City according to the City Fire Department's usual practices and procedures.
4. The Salvation Army shall be provided access to the Canteen at all times, including access to the City Fire Department's security system, and shall be allowed exit and removal at any time upon reasonable notice. City shall not deny access to or impede the Salvation Army's ability to remove or use the Canteen at any time. If City personnel are not available on-site to provide any needed access, the Salvation Army shall contact City dispatch to arrange for access or exit.
5. The Salvation Army shall provide the City with keys to the Canteen, and the City may move the Canteen for cleaning or maintenance of the storage area, or to relocate the Canteen into another storage area.
6. The Salvation Army shall store the Canteen in City property at its sole risk, and waives any claims against the City for any damage or loss to the Canteen while stored in City property.
7. The Salvation Army shall maintain property casualty insurance covering the Canteen at all times, shall look only to its insurance for any casualty loss to the Canteen, and shall obtain a waiver of subrogation endorsement to the policy.

8. The Salvation Army shall maintain liability insurance covering the canteen at all times, including an endorsement making the City an additional insured under the policy. Policy limits shall be no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
9. The Salvation Army shall indemnify and hold the City harmless from any and all damages, judgments, losses, suits, causes of action, or other liabilities of any kind arising in any way in connection with the presence of the Canteen on City property pursuant to this Agreement, including court costs and reasonable attorney fees.
10. This Agreement is a license only, is not a lease, and does not grant or convey any interest in City property to the Salvation Army. This Agreement can be revoked by the City at any time in the City's discretion.
11. This Agreement is effective as of the last date of execution by the Parties.

Salvation Army Waukesha Corps

By Major Tim Nauta
Date: _____

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Sara Spencer, Interim Clerk-Treasurer
Date: _____