



## Waukesha County

### *Department of Parks and Land Use*

#### **SPECIAL USE AGREEMENT WAUKESHA COUNTY PARK SYSTEM**

This AGREEMENT is made an entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and the City of Waukesha (the "CITY") whose principal address is 201 Delafield Street, Waukesha, WI 53188 for the purpose of parking event participant vehicles and operating a shuttle service (the "ACTIVITY") at location as depicted in Exhibit A (the "SPACE") under the following terms and conditions:

- 1. TERM:** This AGREEMENT shall commence upon execution by COUNTY and CITY and remain in force for five (5) years unless otherwise terminated.
- 2. EVENT APPROVAL/HOURS OF OPERATION:**  
The City shall be permitted to use the location on the following dates and times in 2021:

Day of Week	Month & Date	Time
Thursday	May 27	5:00 pm to 8:30 pm
Friday	May 28	5:00 pm to 9:30 pm
Saturday	May 29	12:00 pm to 5:00 pm
Sunday	May 30	12:00 pm to 5:00 pm
Monday	May 31	10:00 am to 5:00 pm
Friday	September 24	5:00 pm to 11:30 pm
Saturday	September 25	12:00 pm to 11:30 pm

For all event, the CITY shall provide COUNTY not less than thirty (30) days advanced notice of planned events by contacting the COUNTY's Park System Manager. The Park System Manager shall notify the CITY whether the planned event is approved within two (2) business days of receiving the notice. The Park System Manager shall approve planned events unless COUNTY business requires use of the SPACE or the SPACE is otherwise unavailable due to maintenance or repair. In such circumstance the COUNTY may but shall not be required offer CITY use of alternate space, and any use of such alternate space shall be subject to the terms of this Agreement.

- 3. SUPERVISION AND SAFETY:** The CITY assumes responsibility for the supervision of the above-described ACTIVITY, damage to COUNTY property and safety of those who will be engaged in the ACTIVITY.

#### **Park System**

4. **MAINTENANCE OF SPACE:** The CITY shall be responsible for the cleaning and maintenance of the SPACE due to any issues related to ACTIVITY and shall be responsible for any damages to the SPACE or surrounding Waukesha County lands caused by CITY equipment, customers or staff during the term of this Special Use Agreement. The CITY represents that it has inspected the SPACE and that it is safe and reasonably suited for the desired special use.
5. **WAIVER/RELEASE:** The CITY, for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, through or on behalf of the CITY (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties") from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim for damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, arising from or in any way related to the special use of the SPACE or the surrounding lands of Waukesha County, except to the extent caused by the recklessness or intentional wrongful act of Waukesha County.
6. **INDEMNIFICATION.** The CITY will indemnify, defend and hold harmless the Released Parties (as defined in Section 5) from and against any loss, damage, cost and expense, including attorneys' fees, that the Released Parties may suffer or incur due to any claims, demands, legal proceedings or judgments against any one of them as the result, in whole or in part, of any act or failure to act by the CITY, its officers, employees, agents, or customers arising from or in any way related to the special use of the SPACE or the surrounding lands of Waukesha County.
7. **COVENANT NOT TO SUE:** The CITY, for itself and the other Releasing Parties (as defined in Section 5), will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties, nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damage, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damage, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the special use of the SPACE or surrounding lands of Waukesha County, except to the extent caused by the recklessness or intentional wrongful act of Waukesha County. Nothing in this Agreement shall be construed as or constitute a waiver by COUNTY or CITY of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to COUNTY under Wis. Stat. §893.80 or any other applicable statute or law.
8. **INSURANCE:** The CITY shall be solely responsible to meet its insurance needs during the term of this AGREEMENT including but not limited to carry sufficient insurance coverage to protect its property from loss due to theft, fraud and/or undue physical damage. In addition, Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insureds on Organization's commercial general liability insurance policy in an amount not less than \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate. A Certificate of Insurance is required prior to ACTIVITY.
9. **TERMINATION:** Either party may terminate this Agreement with 72-hour advance written notice without further liability to the other party. The CITY's exercise of this right shall not excuse obligations for damage to buildings, property or equipment.
10. **SEVERABILITY:** If any provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

**11. INTEGRATION:** This Contract and any documents which are executed pursuant to express provisions in this Contract embody the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.

**12. AMENDMENTS:** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all the Parties to this Contract.

**13. GOVERNING LAW AND JURISDICTION.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

**14. CORPORATE AUTHORIZATION:** The individuals executing this Contract on behalf of the Parties represent that they are duly authorized to bind the Parties contractually. The Parties represent that the execution of this Contract is not prohibited by the Parties' articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order. The Parties shall provide proof upon request.

**15. NOTIFICATION:**

**COUNTY Contact**  
Park System Manager  
Name: Rebecca Mattano  
Telephone: 262-548-7807  
Email: [rmattano@waukeshacounty.gov](mailto:rmattano@waukeshacounty.gov)

**CITY Contact**  
Title: Mayor  
Name: Shawn Reilly  
Telephone: 262-524-3737  
Email: [Mayor'sOffice@waukesha-wi.gov](mailto:Mayor'sOffice@waukesha-wi.gov)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF WAUKESHA

\_\_\_\_\_  
By: Shawn Reilly  
Its: Mayor, City of Waukesha

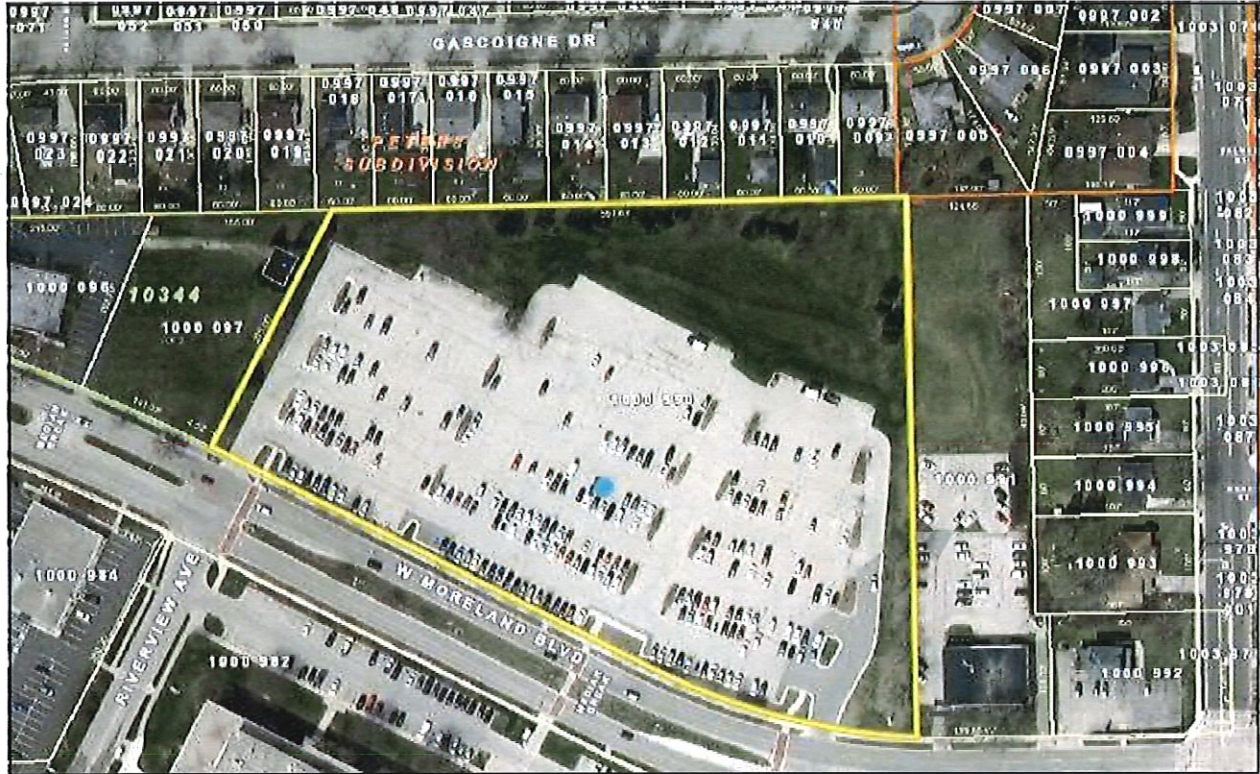
Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

WAUKESHA COUNTY

\_\_\_\_\_  
By: Rebecca Mattano  
Its: Manager, Park System Division  
Department of Parks & Land Use



### Exhibit A - Parking Lot Space



0 125.00 Feet

The information and depictions herein are for informational purposes and Waukeha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukeha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes: City of Waukeha 2019  
Event (Sept. 27 & 28)

REVISED: 02/13/2019

