

Agreement for Use of Premises, Release and Indemnification
Navistar, Inc. - City of Waukesha

This Agreement is by and between Navistar, 2701 Navistar Drive, Lisle, Illinois 60532, referred to herein as Navistar; and the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; together, Navistar and the City are referred to herein as the Parties.

Recitals

The City, through its Department of Parks, Recreation and Forestry, is sponsoring an Oktoberfest event at Frame Park on September 24 and 25, 2021.

Parking availability is limited at Frame Park. Frame Park is adjacent to a parking lot owned by Navistar located at 1401 Perkins Avenue, Waukesha, Wisconsin 53186, and Navistar is willing to allow the City and its invitees to use the parking lot, provided the City agrees to release and indemnify Navistar from liabilities arising as a result of the use of its parking lot.

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

1. **Use of Parking Lot.** Navistar agrees that the City, and City's employees and invitees may use the west end of the West Parking Lot for parking of attendees of the City's Oktoberfest event at Frame Park. The area of the West Parking Lot that is subject to this Agreement is referred to as the Premises, and is shown on the attached map.
2. **Time of Use.** The City may use the Premises between the hours of 4:00 p.m. and 11:30 p.m. on September 24, and between the hours of Noon and 11:30 p.m. on September 25. Navistar will ensure that the Premises are open and available to the City at those times, and will use reasonable efforts to ensure that the Premises are cleared of vehicles and other movable obstructions at those times.
3. **Removal of Vehicles, Clean-Up.** The City shall be responsible for removal of all of its employees' and invitees' vehicles from the Premises, and for cleaning all refuse from the Premises, upon termination of use. Upon termination, the Premises shall be restored to the condition they were in as of the beginning of the City's use, ordinary wear and tear excepted.
4. **Repair of Damage.** The City shall be responsible for repair of all damage to the Premises caused by its use of the Premises.
5. **Release of Liability.** The City acknowledges that it has had adequate access to the Premises for inspection, has inspected the Premises for condition and safety, and is satisfied that the Premises are in a safe condition for the intended parking use. The City assumes the risk of using the Premises for parking by its invitees and permittees, and therefore releases Navistar from all liabilities arising in any way in connection with the condition of the Premises or any improvements to the Premises. The City shall indemnify and hold Navistar harmless from any and all third-party claims, demands, causes of action, lawsuits, costs, or other liabilities arising in any way in connection with the condition of the Premises or any improvements to the Premises during the times the Premises are being used by the City, including court costs and reasonable attorney fees.
6. **Insurance.** The City shall provide Navistar with a certificate of insurance evidencing Commercial General Liability coverage with limits of at least \$2,000,000 per occurrence, naming Navistar as an additional insured for the event. The City shall provide the certificate to Navistar at least 5 days prior to the start of the event.
7. **Safety, Security, Prohibited Activities.** The City shall be solely responsible for controlling traffic in and out of the Premises, and for the safety and security of its permittees while they are on the Premises. The City shall take reasonable steps to ensure that no alcohol, illegal drugs, or controlled substances are possessed by any of its employees or invitees on the Premises.

8. **Reasonable Regulation by Navistar.** The City shall comply with all reasonable requests and directions from Navistar concerning the use of the Premises, provided they do not conflict with the intended purposes of this Agreement.

Dated the _____ day of _____, 2021.

City of Waukesha

Shawn N. Reilly, Mayor

Gina L. Kozlik, City Clerk

Navistar, Inc.

By (print name) Karen J. Golden

Title: Director, Global Facilities