

Event Name \_\_\_\_\_

Today's Date \_\_\_\_\_

Date(s) of Event \_\_\_\_\_

Location \_\_\_\_\_

Indemnification and Reimbursement Agreement

WHEREAS, the Common Council of the City of Waukesha ("City") has established an ordinance regulating the use of city parks and other specified properties for large-scale public gatherings and Special Events, and

WHEREAS, said ordinance requires persons wishing to hold a Special Event to: (1) indemnify the City and the Park, Recreation and Forestry Board for injuries and damages caused by the event; and (2) agree to reimburse costs incurred due to extraordinary damage to City property during the event, and

WHEREAS, the undersigned applicant has filed an application to conduct a Special Event in the City,

**THEREFORE, the City and the undersigned applicant ("Applicant") hereby agree as follows.**

1. Indemnification. The Applicant hereby indemnifies and holds harmless the Waukesha Park, Recreation and Forestry Board and the City, its officers, agents, employees, successors or assigns, from and against any and all losses, debts, actions, claims, demands, liabilities, expenses, costs, injuries and/or damages to persons or property occurring in connection with the Special Event proximately caused by the actions of the Applicant, the sponsoring organization, its Officers, Employees or agents, or any person under their control.
2. Reimbursement For Extraordinary Damage. The Applicant shall reimburse the City for costs incurred due to extraordinary damage to City property during the Special Event conducted by the Applicant. "Extraordinary Damage," as stated in section 8.115(3)(e) of the Municipal Code, is defined as "damage to Park or other City property in excess of normal wear and tear and which requires repairs in excess of routine maintenance."
3. Procedure For Reimbursement. To initiate a request for reimbursement pursuant to paragraph two (2) of this Agreement, the Park, Recreation and Forestry Department shall submit to the Applicant a detailed written accounting of the extraordinary damages and the cost of their repair as evidenced by written receipts. The accounting shall be submitted via first class mail, return receipt requested, to the address the Applicant provided on its Public Gathering/Special Event application. The Applicant shall remit payment no later than thirty (30) days from receipt of the accounting.
4. Miscellaneous Provisions.
  - a. Waiver. One or more waivers by either party of any provisions, term or condition of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.
  - b. Severability. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
  - c. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin.
  - d. Entire Agreement. This Agreement constitutes the entire Indemnification and Reimbursement Agreement between the parties, and any change, amendment, or modification must be made in writing and executed by both parties.

IN WITNESS HEREOF, the undersigned have read and understand the contract presented here for Special Event indemnification and reimbursement:

**Applicant**

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Print name:] \_\_\_\_\_

**City of Waukesha**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Shawn N. Reilly, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Gina Kozlik, City Clerk/Treasurer

