

**AGREEMENT
BETWEEN
CITY OF MADISON
AND
MADISON OPERA INC.**

THIS AGREEMENT made by and between the City of Madison, hereinafter **CITY**, and Madison Opera Inc., hereinafter **MO**.

WITNESSETH:

WHEREAS, MO wants certain of its patrons to have access to reserved parking for its performances during the 2005-2006 Season; and

WHEREAS, MO, whose address is 3414 Monroe Street, Madison WI 53711, is willing and able to pay the CITY for this reserved parking; and

WHEREAS, CITY is willing and able to provide some reserved parking in the State Street Capitol Ramp, in return for being reimbursed at the market rate plus a cost for administering this program; and

WHEREAS, the Common Council has authorized by resolution the CITY'S Parking Manager to enter into agreements with organizations for the utilization of City parking ramps when the administrative costs are passed on to the contracting party;

NOW, THEREFORE, the parties mutually agree as follows:

1. Term. The term of this Agreement shall be from November 1, 2005, to April 30, 2006. Both parties have the option to renew the Agreement for one (1) additional year period providing the terms of renewal are agreeable to both parties.
2. Nature of Agreement. During the dates specified in paragraph 3, CITY will provide 75 parking stalls for Friday evenings and 40 parking stalls for Sunday matinees in the lower level of the State Street Capitol Ramp for MO patrons having the appropriate Parking Pass. Attachment A, hereby incorporated by reference, indicates the location of the non-exclusive leased premise.
3. Dates and Times. The reserved parking area will be available two hours before and approximately two hours after each MO performance on the following dates: November 11 and 13, 2005, and April 21 and 23, 2006.

3. Special Conditions.

- a. MO has complete responsibility for deciding which MO patrons receive parking passes and for distributing the passes and agrees to do so in a lawful manner.
- b. MO understands that the non-exclusive use of leased premise includes 75 parking stalls for Friday evenings and 40 parking stalls located outside the cashiered portion of the ramp (as shown in Attachment A) and that none of these stalls is handicapped accessible.
- c. MO agrees to provide those MO patrons receiving parking passes with instructions that entrance to the leased stalls be made via Dayton Street or Johnson Street unless otherwise indicated on the date of concert.

5. Consideration and Terms of Payment. Rental fee for this service is \$3.00 per stall per event for a total of \$690.00 for the two, two-day events. MO will pay CITY a lump sum payment of \$690.00, payable no later than October 31, 2005.

6. Notices. All notices to be given under the terms of this Agreement shall be in writing and sent first-class, postage pre-paid or hand-delivered to:

For the CITY: David C. Dwyer
 City Traffic Engineer
 Madison Parking Utility
 215 Martin Luther King, Jr. Blvd., Rm. 100
 P O Box 2986
 Madison WI 53701-2986

For MO: Allan Nanlan
 General Director
 Madison Opera Inc.
 3414 Monroe Streett
 Madison WI 53711

7. Status of Contractor. MO agrees that at all times it is acting as an independent contractor and not acting as an agent, employee, or in any other manner for or on behalf of CITY.

8. Indemnification. MO shall be liable to and hereby agrees to indemnify, defend, and hold harmless the CITY, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the CITY or its agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including

loss of use thereof, arising from, in connection with, caused by or resulting from MO's and any of its Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the CITY or its agents or employees.

9. Non-Discrimination. In the performance of work under this contract, MO agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. MO further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
10. Compliance with Law. MO will comply with all laws, ordinances and codes of the Federal, State and Local governments.
11. Termination.
 - a. In the event MO shall default in any of the covenants, agreements, commitments, or conditions herein contained, any such default shall continue unremedied for ten (10) days after written notice thereof to MO, the City may, as its option and in addition to all other rights and remedies which it may have at law or equity against MO, including specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of MO under this agreement.
 - b. Notwithstanding paragraph a., the City may in its sole discretion terminate this Agreement in the event of unforeseen circumstances, such as but not limited to, major construction, or in the event of imminent danger to persons or property. In such event, the city shall give MO notice as is reasonable under the circumstances.

The person signing below for MO is presumed to have the authority to bind the organization to this Agreement. In the event or to the extent that is not true, the signer agrees to personally assume all obligations and commitments herein agreed to.

WITNESS:

MADISON OPERA INC.

Clair M. Staley 9/28/05
Name Date

[Signature] 9/28/05
Altan Naplan Date
General Director

CITY OF MADISON

Name Date

David C. Dryer, P.E. Date
City Traffic Engineer

Agreement between City of Madison and Madison Opera, Inc. 11/1/05-04/30/06