

**AGREEMENT  
BETWEEN  
CITY OF MADISON  
AND  
MADISON SYMPHONY ORCHESTRA, INC.**

**THIS AGREEMENT** made by and between the City of Madison, hereinafter **CITY**, and Madison Symphony Orchestra, Inc., hereinafter **MSO**.

WITNESSETH:

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

WHEREAS, MSO, whose address is 6314 Odana Road, Madison WI 53719, 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 September 1, 2005 to May 31, 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 50 parking stalls on Fridays and Sundays and 105 parking stalls on Saturdays in the lower level of the State Street Capitol Ramp for MSO 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 three hours after each MSO performance on the following dates:

4.

Fridays 7:30 p.m.	Saturdays 8:00 p.m.	Sundays 2:30 p.m. (Note Exceptions)
September 9, 2005	September 10, 2005	September 11, 2005 (Start at 1:00)
October 7, 2005	October 8, 2005	October 9, 2005
November 18, 2005	November 19, 2005	November 20, 2005
December 2, 2005	December 3, 2005	December 4, 2005
January 13, 2006	January 14, 2006	January 15, 2006
February 3, 2006	February 4, 2006	February 5, 2006 (Start at 1:00)
March 10, 2006	March 11, 2006	March 12, 2006
March 31, 2006	April 1, 2006	April 2, 2006
May 5, 2006	May 6, 2006	May 7, 2006

5. Special Conditions.

- a. MSO has complete responsibility for deciding which MSO patrons receive parking passes and for distributing the passes and agrees to do so in a lawful manner.
- b. MSO understands that the non-exclusive use of leased premise includes 105 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. MSO agrees to provide those MSO 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 \$5,535.00. MSO will pay CITY a lump sum payment of \$5,535.00, payable no later than November 1, 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: William R. Knobeloch  
Parking Operations Manager  
Madison Parking Utility  
215 Martin Luther King, Jr. Blvd., Rm. 100  
P O Box 2986  
Madison WI 53701-2986

For MSO: Richard H. Mackie, Jr.  
Executive Director  
Madison Symphony Orchestra, Inc.

6314 Odana Road  
Madison WI 53719

7. Status of Contractor. MSO 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. MSO 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 MSO'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, MSO 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. MSO 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. MSO will comply with all laws, ordinances and codes of the Federal, State and Local governments.
11. Termination.
  - a. In the event MSO 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 MSO, the City may, as its option and in addition to all other rights and remedies which it may have at law or equity against MSO, including specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of MSO 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 MSO notice as is reasonable under the circumstances.

The person signing below for MSO 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 SYMPHONY ORCHESTRA, INC.**

Evlyn Jennings      8-5-05  
Name                      Date

Richard H. Mackie      Aug 5, 2005  
Richard H. Mackie      Date  
Executive Director

**CITY OF MADISON**

\_\_\_\_\_  
Name                      Date

\_\_\_\_\_  
William R. Knobeloch      Date  
Parking Operations Manager