PARKING LOT AND DRIVEWAY USE AGREEMENT
Cherokee Marsh Conservation Park-North Unit
Between the City of Madison and Steve Stricker American Family Insurance Foundation, Inc.
For the 2025 American Family Insurance Championship

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and Steve Stricker American Family Insurance Foundation, Inc. ("Foundation"), a Wisconsin Non-Stock Corporation, is effective as of the date on which all parties have signed hereunder.

WITNESSETH:

WHEREAS, the 2025 American Family Insurance Championship ("Event") is an annual professional golf event that will be taking place on June 6-June 8, 2025 at TPC Wisconsin, a golf course located at 1659 Players Drive in Madison; and,

WHEREAS, the Foundation will be working with American Family Insurance, PGA Tour Champions, and representatives of TPC Wisconsin on the Event; and,

WHEREAS, Event planners have identified a need for controlled off-site parking to serve the needs of Event; and,

WHEREAS, TPC Wisconsin is located in an area of the City that does not have much existing off-site parking infrastructure; and,

WHEREAS, the City owns lands immediately adjacent to TPC Wisconsin, the Cherokee Marsh Conservation Park-North Unit (the "Park"). The 946 acre park has two parking lots located off of N. Sherman Ave. just to the north of TPC Wisconsin, one lot being directly off of N. Sherman. Ave. (the "Southern Lot") and the other lot (the "Northern Lot") accessible by a roughly 2000 foot long park driveway off of the end of N Sherman Ave. (the "Driveway"); and,

WHEREAS, to meet the needs of the Event, the Foundation has requested to have the dedicated use of the Southern Lot and the Northern Lot (collectively, the "Parking Lots") and the Driveway, which the Parks Division is agreeable to, subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Parking Lot and Driveway Use Agreement for the Cherokee Marsh Conservation Park-North Unit, Between the City of Madison and the Steve Stricker American Family Insurance Foundation, Inc., for the 2025 American Family Insurance Championship ("Agreement") is to set forth the agreement between the City and the Foundation (collectively the "Parties") regarding the Foundation's closure and use of the Parking Lots and the Driveway area of the Park for the Event.

2. Term. This Agreement is effective as of the date by which both parties have signed hereunder, and is in effect until September 30, 2025.

3. Premises. This Agreement will apply to three portions of the Park, which are depicted on Exhibit A to this Agreement:

   A. The Southern Lot is located at 5850 N. Sherman Ave. and is directly adjacent to the northern boundary of TPC Wisconsin. It is a gravel lot with two access points off of N. Sherman Ave.

   B. The Driveway begins on an unaddressed City-owned parcel (Parel No. 066-0809-241-8000-9) at the northern terminus of N. Sherman Ave. The gravel driveway then goes approximately 2000 feet in a northwesterly direction across two other City-owned parcels (6098 N. Sherman Ave. and 6006 N. Sherman Ave.) where it ends at entrances to the Northern Lot.

   C. The Northern Lot is located at 6006 N. Sherman Ave. It is a gravel lot that is accessed by way of the Driveway and includes a northern and southern entrance/exit.

4. Period of Use; Exclusive Use;. Beginning at June 2, 2025 at 4:00 am, through June 8, 2025 at 10:00 pm (the "Period of Use"), in order to facilitate the Event, Foundation shall have the sole and exclusive use of the Parking Lots and the Driveway, and can control access thereto by its members, representatives, agents, contractors, subcontractors, and invitees, subject to the conditions set forth in this Agreement.

5. Special Conditions of Use. City agrees that Foundation shall be able to control the use of the Parking Lots and the Driveway during the Period of Use as provided for in this Section. The Superintendent shall have the authority to act for the City within the parameters of this Agreement.

   A. Use of the Parking Lots and Driveway. Foundation is hereby granted the authority to use the Parking Lots and Driveway during the Period of Use as needed to facilitate the Event, including using it as a streamlined load-in/load-out area before, during and after the Event. This authorization only applies to the portions of the Parking Lots and Driveway that have a gravel base. No items, of any kind, including vehicles, equipment, cables, etc. may be placed on or stored on the turf areas of the Park without the express permission of the Parks Division. However, temporary signage related to the parking areas may be placed on the turf, provided that it does cause any damage to vegetation.

   B. Parking Lot and Driveway Closure. Foundation will be authorized to close public vehicular access to and use of the Parking Lots and the Driveway during the Period of Use. In order to maintain public access to the Park during the Event, the public may continue to access the Parking Lots and the Driveway by foot or bicycle, subject to any reasonable restrictions deemed necessary by Foundation to ensure public safety. In addition, the Parking Lots and the Driveway will remain open for emergency personnel and representatives of the City's Parks Division. Access to

the Parking Lots and the Driveway may be limited or controlled by the use of passes issued by the Foundation or associated with the Event, including passes sold by the Foundation or others with the Foundation's permission.

C. Parking Requirements. Vehicles will be authorized to park in the Parking Lots , but only on areas that have a gravel base. No parking, or vehicle usage of any kind, is authorized off the gravel areas, on turf within the Park. Parking in the Driveway, including temporarily by occupied vehicles, must have approval by the Madison Fire Department to ensure adequate emergency vehicle access.

D. Conservation Park Restrictions. Foundation acknowledges that the Parking Lots and the Driveway are within a City conversation park. As such, these areas are subject to MGO Section 8.40. Under this ordinance, within the Park it is unlawful to, among other things: possess, sell, or consume alcoholic beverages; possess, carry or discharge firearms; camp or build fires; and dump or leave any waste except in receptacles provided for such purpose. In addition, the Foundation recognizes that the Park is open from 4:00 am until one hour after sunset, unless special permission is obtained from the Parks Superintendent.

E. Public Communication. By May 15, Foundation shall submit a public communication plan to the Superintendent that details how Foundation will inform the public about the temporary closure of the Parking Lots and the Driveway. Notification shall be in place no later than one week before the Event. Beginning on the first day of the Event, public communications may include electronic sign boards within N. Sherman Ave., subject to approval, if necessary, by the City and/or the Town of Burke, on TPC Wisconsin property, or on other City-owned land with the Superintendent's consent. Communications shall indicate that pedestrian and bicycle access to the Park will remain open. Upon approval by the Superintendent, the communication plan shall be implemented by Foundation and the costs of implementing this communication plan shall be borne by Foundation.

F. Event Related Operations and Maintenance. During the Period of Use, Foundation shall be responsible for all operations and maintenance activities associated with the Parking Lots and the Driveway, including, specifically, refuse collection and removal, as necessary. In addition, Foundation is authorized to temporarily place refuse containers and temporary restroom facilities in the Parking Lots, as needed, provided those items are not placed on the turf, and those items are removed at the end of the Period of Use.

G. Post Event Responsibilities. Foundation shall be responsible for the following post Event responsibilities, which responsibilities shall be done to the satisfaction of the City, as noted herein:

(1) Foundation shall be responsible for cleaning up and restoring the Parking Lots and the Driveway to their original condition so that they may be fully and safely used as a public on June 9, the day following the Event. All

materials and object placed in the Park associated with the Event will be removed, unless additional time is provided by the Parks Superintendent.

(2) Within 24 hours of the end of the Event, Foundation shall be responsible for cleaning up and removing all visible debris associated with the Event from N. Sherman Ave., from Perfect Drive north to the terminus of the roadway, and the Park.

(3) Foundation is responsible for the disposal of all debris collected under this provision.

H. Usage Fee. Foundation shall pay the City $2,000 per day, $14,000 total for the seven days in the Period of Use, for the closure and use of the Parking Lots and the Driveway for the Event as set forth in this Agreement. Payment shall be due no later than May 2, 2025 and Foundation may not use the Park under this Section until this fee is paid. Foundation is responsible for any other permit fees associated with the Event, which may include, specifically, street use permit fees.

6. Indemnification and Insurance.

A. Indemnification. Foundation shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, 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 officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, 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 the Foundation's and/or Foundation's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

B. Hazardous Substances; Indemnification. Foundation represents and warrants that its use of the Parking Lots and Driveway will not generate any hazardous substance, and it will not store or dispose on the Parking Lots and Driveway nor transport to or over the Parking Lots and Driveway any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Foundation further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but

not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

C. Insurance.

(1) Required Coverage. Foundation will insure, as indicated, against the following risks to the extent stated. Foundation shall not commence work under this Agreement, nor shall Foundation allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

(a) Commercial General Liability. Foundation shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Foundation's coverage shall be primary and noncontributory and list the City of Madison, their officers, officials, agents and employees as additional insureds. Foundation shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

(b) Umbrella Liability. Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability of $1,000,000 per occurrence and aggregate.

(2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

(3) Proof of Insurance, Approval. Foundation shall provide to the City certificate(s) of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for approval by the City Risk Manager, prior to commencing work under this Agreement. Foundation shall provide the certificate(s) to the City's representative at the time of signing the contract, or sooner. Foundation shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. If additional coverage under Subdivision (2) is required, proof of insurance shall be provided to the City Risk Manager no later than August 1 of the year of the Event.

(4) Notice to City of Changes in Coverage. Foundation and/or its Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

7. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Foundation the right to use the Parking Lots and the Driveway for the purposes set forth herein.

8. Notices. All notices required to be given under the terms of this Agreement shall be personally delivered or sent, postage prepaid, by depositing the same in United States mail addressed as follows:

City: Superintendent of Parks
City of Madison Parks Division
330 E. Lakeside Street
Madison, WI 53715

Foundation: Nake Pokrass, Executive Director
Steve Stricker American Family Insurance Foundation
6000 American Parkway
A Building
Madison, WI 53783
StrickerAmFamFoundation@amfam.com

9. Non-Discrimination. In the performance of services under this Agreement, Foundation 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, gender identity, political beliefs or student status. Foundation 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, sexual orientation, gender identity or national origin.

10. Default/Termination.

A. In the event Foundation shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of four (4) hours after verbal notice thereof to Foundation, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Foundation, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Foundation under this Agreement. In addition to the consequences of a default as set forth in this Section, in the event of a default in the terms of Section 5.F regarding post-event responsibilities and 5.E regarding public communication, the City may perform this work, or cause this work to performed, for Foundation and Foundation agrees to be responsible for the costs of

any such work. Following the performance of such work, the City shall invoice Foundation for said work, which amount shall be paid to the City within thirty days of mailing of the invoice to Foundation.

B. Foundation may, in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the City with written notice of termination. If usage fees under Section 5.H have been paid by Foundation, City shall refund Foundation for each day that the Parking Lots and Driveway are not used.

11. Binding on Parties; Amendments. This Agreement shall be binding on the Parties hereto, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties hereto unless the same is in writing and is signed by both the Parties or their authorized agents.

12. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

13. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

14. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Foundation shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Foundation therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

15. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the Parties that all other provisions of this Agreement remain in full force and effect.

16. Agreement Governed by Laws of Wisconsin; Venue. This Agreement shall be deemed executed in the City of Madison and in the State of Wisconsin and governed by the laws of the State of Wisconsin. For any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent

jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

17. Compliance with Applicable Laws. Foundation, and Foundation's contractors, subcontractors and vendors shall become familiar with, and shall at all times comply with and observe, all federal, state and local laws, ordinances and regulations which in any manner affect the services or conduct of Foundation and its agents and employees in the performance of this Agreement. Foundation, and their contractors, subcontractors and vendors, shall obtain all necessary permits and licenses as required by City ordinances, resolutions, and rules of the Board of Park Commissioners, and shall comply with all ordinances, rules, and permit requirements in the use of the Parking Lots and the Driveway, specifically to include obtaining a special event permit or other parks related permits if necessary, and a street use permit if any City rights-of-ways are to be closed.

18. Authority. The Parties represent that they have the authority to enter into this Agreement. The person signing on behalf of Foundation represents and warrants that he has been duly authorized to bind Foundation and sign this Agreement on Foundation's behalf.

19. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.

20. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

STEVE STRICKER AMERICAN FAMILY INSURANCE FOUNDATION, INC.

Nake Pokrass, Executive Director	Date

CITY OF MADISON

Satya Rhodes-Conway, Mayor	Date
Maribeth Witzel-Behl, City Clerk	Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director	Date
Michael P. Haas, City Attorney	Date

Execution of this Agreement by City was approved by the Board of Parks Commissioners on _____, 2025 and authorized by Resolution Enactment No. RES-25-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2025.

EXHIBIT A
Map of Park

Purple:	North Parking Lot
Red:	Driveway
Orange:	South Parking Lot
Black Line:	Park Boundary