

UPS PARKING LOT AGREEMENT

This Parking Lot Agreement has been entered into as of this _____ day of _____, 20____ (“Effective Date”), by and between the City of Watertown, (“Owner”) and the United Parcel Service, Inc., (“UPS”).

Now therefore, in consideration of Five Hundred and 00/100 Dollars (\$500.00) per month and the mutual promises and covenants contain below, the receipt and sufficiency of which are hereby acknowledged by Owner, Owner and UPS, the Parties agree as follow:

1. **UPS PARKING LOT AGREEMENT.** Subject to the terms and condition of this Agreement, Owner agrees to permit UPS to the exclusive use of the graveled land area located at 925 South Twelfth Street, Watertown, WI 53094.
2. **PARKING LOT FEE.** UPS shall pay to Owner a monthly fee for the use of the Premises in the sum of Five Hundred and 00/100 Dollars (\$500.00) per month beginning January 1, 2025 and continuing on a month-to-month basis until either Party provides sixty (60) days written notice of their intent to terminate this Agreement. This Agreement will be reviewed in October of every year for any monetary changes.
3. **REQUIREMENTS OF LAW.** UPS shall use the Premises in accordance with all federal, state and local laws, statues, ordinances, rules, codes, regulations and requirements of the federal, state and local governments (“Laws”) which apply to UPS’s particular use of the Premises. Owner shall comply with all Laws applicable to the Premises, including but not limited to all environmental laws and waste water discharge system except otherwise stated herein.
4. **USE, CARE AND MAINTENANCE OF THE PREMISES.** UPS shall use the Premises solely for the purpose of vehicle parking within the gravel area only: UPS shall not use any of the equipment or improvements of Owner. UPS shall not be engaged in any activity which would cause UPS to be considered an owner/operator of the Premises, or a generator or transporter of Hazardous Substances. The term “Hazardous Substances” shall mean any hazardous substance, pollutant, contaminant or petroleum or any fraction thereof; as such terms are defined under applicable federal, state, or local statutes, regulations, or ordinances.

UPS shall repair or restore any portion of the Premises which is damaged to the extent such damage is directly cause by the negligent use of the Premises by UPS.

5. **UPS’ REPRESENTATIONS AND WARRANTIES.** UPS agrees with and represents and warrants to Owner that UPS shall not knowingly cause any Hazardous Substances (as herein defined) to be transported as part of its shipments across the Premises except in compliance with the Laws.
6. **LIABILITY.** During the Agreement, UPS shall be responsible to investigate and/or remediate any Environmental Condition only to the extent that the following conditions area true: (i) such Environmental Condition directly resulted from the operations of UPS on the Premises; and (ii) such investigation and/or remediation is required by applicable law and the governmental agency

having jurisdiction over such activity. "Environmental Condition" means any condition that may exist or have existed with respect to soil, surface or ground waters, stream sediments, and every other environmental media, which condition could require investigation and/or remedial action of any kind under applicable federal, state, or local statutes, regulations or ordinances or which could result in claims, demands, orders or liabilities by or to third parties, including without limitation governmental entities.

7. **INDEMNITY.** UPS agrees to indemnify, defend, and hold harmless Owner, its successors and assigns, against and with respect to any and all damages, claims, losses, liabilities and expenses of any kind including without limitation, reasonable legal and consulting expenses, incurred by Owner or which are asserted against or imposed upon Owner by any other party (including without limit any governmental entity). Notwithstanding anything to the contrary herein, any remediation activity required of UPS hereunder shall be deemed completed upon the delivery by UPS to Owner a written statement from an environmental consulting firm (such firm being UPS consultant) stating that no further remediation is required.
8. **CARRYING CHARGES.** Owner shall be solely responsible for the payment of all costs associated with owning and maintaining the Premises including but not limited to real estate taxes, utility charges, assessments and other related costs.
9. **QUITE ENJOYMENT.** Subject to the terms of this Agreement, UPS shall lawfully and peacefully hold, occupy and enjoy use of the Premises during the term of this Agreement.
10. **INSURANCE.**
 - a. **INSURANCE CARRIED BY UPS.** UPS shall maintain commercial general liability insurance covering the Premises, insuring against liability for personal injury, bodily injury, including death and property damage, for a minimum of \$1,000,000.00 per occurrence.
 - b. **CERTIFICATES.** If so, requested by a Party, the other Party shall provide the requesting Party with a certificate of insurance evidencing that the required insurance has been procured and that such insurance may not be canceled except upon thirty (30) days' notice to the requesting Party.
11. **NOTICE.** Whenever the Agreement requires Written Notice, the Party giving Written Notice shall transmit such notice as either by UPS Next Day Air delivery (in which case notice shall be deemed effective on the date it is delivered), or by Certified or Registered Mail, Return Receipt Requested (in which case notice shall be deemed effective on the third business day following its placement in the mail) to the following Persons at their respective addresses:

OWNER: City of Watertown
Attention: Mayor
106 Jones Street
Watertown, WI 53094

UPS: United Parcel Service, Inc.
925 South Twelfth Street
Watertown, WI 53094

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.
13. **ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the Parties. Any modification and amendment to this Agreement must be in writing and signed by both Parties.
14. **GOVERNING LAWS.** This Agreement shall be governed by the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, this Agreement was entered into the date first above written.

CITY OF WATERTOWN

UNITED PARCEL SERVICE, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____