

ADOPT-A-LOT LICENSE AGREEMENT

CAO DOC NO 209981. GH DRAFT 3-31-2015.

CITY OF MILWAUKEE ("City") and _____ ("User") enter this Agreement for good and valuable consideration.

1. **Parcel; License.** City owns _____, Milwaukee, Wisconsin (the "Parcel"), and grants User a personal license (not a lease, and not a real property interest) to use the Parcel on the terms and conditions contained herein.

2. **Term; Early Termination.** The "Term" of the license is [check one]:

___ month-to-month (beginning on _____, 201__); or

___ from _____, 201__ to _____, 201__.

Notwithstanding the foregoing, however, City or User may terminate this Agreement (and the license) at any time, for any reason, by providing 30 days advance notice to the other party. City may also terminate the Agreement (and license) immediately upon notice to User if User makes illegal or unpermitted use of the Parcel, or if City reasonably determines that User has abandoned the Parcel and has stopped using the Parcel for the Permitted Use.

3. **Permitted Use; Compliance with Laws.** During the Term, User may use the Parcel for the following purposes:

___ typical yard use, conducted in a manner to promote neighborhood and community stability.

___ Other. Specify use here: _____.

User agrees to comply with applicable federal, state, and local laws, including zoning regulations.

4. **City Entry.** City representatives (including, but not limited to, DNS¹ and Police and Fire Department employees) retain the right to access and enter the Parcel at all times.

5. **Maintenance; Repair.** User is responsible (a) for routine maintenance and repair of the Parcel, including: grass-cutting (grass may not be allowed to grow over 7 inches, MCO² 80-17-2); snow shoveling (snow must be shoveled within 24 hours after snow ceases to fall, MCO 116-8-1); weekly litter pickup; and garbage/refuse disposal; (b) for repair of damage caused by or attributable to User and those entering under User; and (c) for maintenance and repair of personal property and Permitted Improvements (defined below). City is not responsible for personal property or Permitted Improvements.

¹ Department of Neighborhood Services.

² Milwaukee Code of Ordinances.

6. **Improvements.** Unless consented to in writing by City³, User may not make alterations or permanent improvements to, or install fixtures or signage at, the Parcel. Notwithstanding the foregoing, if checked, the following are “**Permitted Improvements**” that User may install – but, User must install per plans and specifications meeting City’s⁴ prior approval and in accordance with requisite permits (if applicable):

☐ Fence. ☐ No trespassing sign. ☐ Storage shed. ☐ Picnic Table.

☐ Other: _____.

If “fence” is checked above, the fence must be installed to allow entry by City (or its contractors) with vehicles, either with a 6 foot-wide opening or with a double-panel gate at least 6 feet wide⁵, and the City must be provided with keys or access codes for any lock on the gate.

7. **Restoration; No Liens.** At the expiration or termination of the license and this Agreement, User shall return the Parcel to City in the condition existing on the date hereof, and User shall remove litter, debris, and personal property, and unless otherwise agreed to by City⁶ in writing, User-installed improvements, including Permitted Improvements.

8. **As-Is; Risk; Hold Harmless.** The Parcel is licensed and made available to User on an “AS IS, WHERE IS” basis. User holds City harmless for personal injury, death, and real and personal property loss, theft and damage occurring during the Term and license. Without affecting or changing any provision herein, User shall promptly report to City damage, injury, and unsafe conditions at or affecting the Parcel.

9. **Contact Persons.** User and City designate the following contact persons for this Agreement, which persons may be changed by written notice from one party to the other. Notices required hereunder shall be to the designated contact persons, and may be by mail or commercial delivery, by personal delivery, or by email.

USER CONTACT	CITY CONTACT
Name: _____	Yves LaPierre
Address: _____	City of Milw. – Dept. City Development 809 N. Broadway, 2 nd Floor Milwaukee, WI 53202
Email: _____	Email: ylapie@milwaukee.gov
Phone: 414-_____	Phone: 414-286-5762

10. **Remedies.** In the event of breach of this Agreement, the non-breaching party has rights and remedies available at law and in equity, including the right to seek specific performance and/or

³ By its Commissioner of DCD (Department of City Development) or the Commissioner’s designee.

⁴ By its Commissioner of DCD or the Commissioner’s designee.

⁵ DCD to check with DPW (Department of Public Works) regarding fences and vehicle access for fenced-in areas.

⁶ By its Commissioner of DCD or the Commissioner’s designee

damages. City retains its rights under Wis. Stat. 893.80. City and User retain applicable rights under Wis. Stat. 895.52 (recreational immunity).

11. **Assignment.** User may not assign or convey any right under this Agreement to any party without City's prior written consent.

12. **Counterparts; Amendment.** This document may be signed in one or more counterparts. Facsimile and email/pdf signatures are acceptable as originals. This Agreement may only be amended in writing signed by both parties.

13. **Other.** _____.

USER and CITY agree to the above. Dated as of _____, 20____.

CITY: CITY OF MILWAUKEE	USER: _____
By: _____ Karen Taylor, Special Deputy Commissioner Dept. of City Development	By: _____
City Common Council Resolution File No. _____	Name Printed: _____
	Title: _____

