

LICENSE AGREEMENT

This Agreement is made as of the ____ day of _____, 2008, between the **CITY OF WEST ALLIS**, a Wisconsin municipal corporation ("Licensor") and the **WEST ALLIS NATHAN HALE HIGH SCHOOL POM GIRLS** ("Licensees").

WHEREAS, the Licensor is the owner of parking lots located between 75th and 76th Streets (north of Greenfield Avenue) in the City of West Allis, County of Milwaukee, State of Wisconsin; and,

WHEREAS, the Licensees are organized to raise funds and accept contributions for local High School programs and events; and,

WHEREAS, the Licensees have requested permission to use the said parking lots in order to park cars as a fund raiser during the Wisconsin State Fair; and,

WHEREAS, Licensor is willing to grant said privilege.

NOW, THEREFORE, Licensor does hereby grant license and permission to Licensees to use the parking lots between 75th and 76th Streets (north of Greenfield Avenue) to park cars as a fund raiser during the Wisconsin State Fair, upon the following restrictions:

1. Unless otherwise agreed to in writing by the Licensor, this license and permission shall grant the Licensees use of the parking lots during the two (2) weekends of the Wisconsin State Fair. This use shall be exclusive for the purposes set forth herein except for use by the business employees for employment purposes and its customers. The Licensees' use on each of the weekends shall commence after 5:00 p.m. on Friday and run through Sunday.

2. It is understood that during the time this license and permission is in effect, Licensees will indemnify, save harmless and defend Licensor, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages or expenses (including reasonable attorneys fees) for injury or death to any person and/or for damage to any property caused by, arising out of, incidental to or in any manner connected with the Licensees' use of the parking lot excepting, however, any such injury, death or property damage caused solely by the active negligence or willful acts of the Licensor, its successors and assigns, employees and agents.

3. The term of this license and permission is for the 2008 State Fair.

4. As further consideration for this license and permission, the Licensees agree to maintain the parking lots in good condition and to remove any debris or litter that may accumulate and/or be left on the parking lots when said lot is used by the Licensees for their fund raisers.

5. Prior to the use of the parking lots, the Licensees shall furnish to Licensor a copy of a certificate of liability insurance showing the minimum coverages set forth in Exhibit "1" attached hereto and made a part hereof. Required insurance shall be maintained during the term of this license and permission.

6. The Licensees hereby accept this license and permission upon the terms, conditions and restrictions hereinabove set forth, and in consideration of the benefits to be derived therefrom, covenant to keep and observe each and every one of said terms, conditions and restrictions.

7. The Licensees hereby waive any right to contest in any manner the validity of this license and permission.

