

Event Vendor Agreement
2021 City of Waukesha Oktoberfest

This Agreement is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Waukesha Sunrise Rotary Club Charitable Fund, Inc., P.O. Box 352, Waukesha, Wisconsin, 53187, referred to herein as the Vendor.

Recitals

The City will present an Oktoberfest event at Frame Park, free and open to the public, with events to take place on September 24, 2021, 5:00 to 11:00 pm and September 25, 2021, Noon to 11:00 pm, and is willing to allow the Vendor to participate as a vendor of non-competing food and beverage and to share revenues with the City, provided the Vendor abides by rules set by the City.

The Vendor is willing to provide such vendor services during the Oktoberfest event, and to abide by the terms of this Agreement.

Therefore, the City and Vendor agree and contract as follows:

- 1. Vendor Responsibilities.** The Vendor shall be responsible for the following duties, at its sole expense:
 - a. Contact and work with the Waukesha County Health Department for all necessary inspections and ensure all necessary safe food handling practices are in place and being followed.
 - b. Provide all inventory to be sold by Vendor at its assigned vending area and sell and serve to attendees of the Oktoberfest event a menu of food items pre-approved by the City, at the vending location assigned by the City. Product menu and pricing shall be shared with the City no later than August 13, 2021. All items shall be priced in \$1 increments.
 - c. Provide sufficient numbers of volunteers and ensure that no fewer than 6 and no more than 10 persons will be working at the vending location assigned by the City between 3:00 pm and 11 pm on September 24, and between 11 a.m. and 11 pm on September 25. Volunteers must remain on site until at least 11:00 pm.
 - d. Provide a volunteer lead for each shift who will be responsible for training of volunteers. Volunteer lead will attend a training session on date to be determined.
 - e. Prepare, sell, and serve to attendees of the Oktoberfest, food and beverage as approved for sale by City, at the assigned vending location.
 - f. Accept only official event tickets in payment of all sales, retain all tickets presented by attendees in payment, and deliver all collected tickets to City no later than 11:30 pm each night.
 - g. Follow the direction of the designated food handling manager and maintain safe food handling practices at all times.
 - h. Keep the assigned vending area clean and free of waste and debris. All waste and debris shall be collected and placed in the appropriate solid waste or recyclables containers provided by the City, by 11:30 p.m. each night
 - i. City and Vendor acknowledge that sales taxes may be imposed by the State of Wisconsin upon the sale of tickets by the City and the redemption of the tickets by Vendor, depending on the circumstances and the products being sold in redemption of the tickets. City and Vendor agree that each shall be responsible for the payment of sales taxes that may be imposed as a result of their own sales or

redemption of tickets at the event, as applicable, and neither shall be responsible for the sales-tax liability of the other.

- j. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - k. Maintain in force at all times during the Oktoberfest event a policy of public liability insurance, naming the city as an additional insured, with limits of not less than \$1,000,000 per incident and \$2,000,000 aggregate. Policies shall be occurrence, and not claims-made, and Vendor's insurance shall be primary, not excess, and non-contributory. The policy shall be from an insurer licensed to issue such policies in Wisconsin. Prior to the Oktoberfest event, Vendor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
2. **Indemnification.** Vendor shall indemnify and hold the City harmless from any and all third-party liabilities, lawsuits, damages and costs, including court costs and actual attorney fees, arising from Vendor's performance of services under this Agreement, except for to the extent such liabilities arise as a result of the negligent acts or omissions of the City or its agents.
3. **Vendor Additional Activities.**
- a. Mount signs, banners and flags identifying the Vendor's organization.
 - b. Solicit and collect donations to the Vendor's organization. Solicitations shall clearly indicate that donations are voluntary and are not required in order to purchase products from Vendor.
 - c. Distribute literature promoting the Vendor's organization and membership in the organization.
4. **Compensation for Vendor's Services.** Vendor acknowledges that it will be paid 80% of the face value of the official tickets collected by it from attendees in payment for sales of products by Vendor at its assigned vending location. The amount to be paid to Vendor shall be determined by weighing the tickets turned in by Vendor, and not by actual count. Weighing will take place on September 27, 2021, and payment shall be made no later than October 22, 2021.
5. **City Obligations.** Event obligations for which the City, and not the Vendor, shall be responsible include: Promotion and marketing of the Oktoberfest event; all ticket sales; tents, tables, and chairs, and set-up and tear-down of them; music and entertainment; wristbands for attendees; signs, pedestrian control, and traffic control; and security and safety

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk-Treasurer
Date: _____

Waukesha Sunrise Rotary Club Charitable Fund, Inc.

(print name) _____
President

(print name) _____
Secretary