

Event Vendor Agreement
2021 City of Waukesha Oktoberfest

This Agreement is by and between the City of Waukesha, 201 Delafield St., Waukesha, WI 53188, referred to herein as the City; and FATE LLC. d.b.a. Spitfires On State, 5018 W. State St., Milwaukee, WI 53208, 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 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. 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.
 - d. 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.
 - e. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - f. Promptly pay all suppliers and indemnify the City from claims for payment by any of Vendor's suppliers.
 - g. 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 of Waukesha harmless from any and all liabilities, lawsuits, damages and costs, including court costs and actual attorney fees, arising from the acts or omissions of Vendor or any of Vendors members or volunteers, occurring during Vendor's performance of vending services at the Oktoberfest event.
3. **Vendor Additional Activities.** Vendor may, at its option, mount signs, banners and flags identifying the Vendor's business.

4. **Compensation for Vendor's Services.** Vendor shall 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 services.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

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

FATE LLC d.b.a. Spitfires On State

By Andrew W. Peterson, Owner
Date:_____