

Park Activities Contract
City of Waukesha – Libertas Institute
2025 Children’s Entrepreneur Markets

This Contract is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, a Wisconsin municipal corporation, referred to herein as the City; and Libertas Institute, c/o Bentley, Briggs & Lynch PLLC, doing business as Children’s Entrepreneur Markets, 2604 Jefferson Avenue, Ogden, Utah 84401, referred to herein as CEM. Together, the City and CEM are referred to as the Parties.

Recitals

The City, by its Department of Parks, Recreation and Forestry, conducts a series of movie programs called Monday Night Movies at Cutler Park. The target audience for Monday Night Movies is children and families.

CEM conducts events called Children’s Entrepreneur Markets in which children conduct sales of goods with the intent of teaching them to understand and appreciate the free-market system.

CEM wishes to conduct a Children’s Entrepreneur Market at a Monday Night Movie event, and the City is willing to allow it, subject to the terms and conditions of this Contract.

Now, therefore, the City and CEM agree and contract as follows:

1. **Permission to Conduct Market.** City gives CEM permission to conduct a Children’s Entrepreneur Market, referred to herein as the Market, at the Monday Night Movie event in Cutler Park, 321 Wisconsin Avenue, on June 16, 2025, from 6:00 pm until 9:00 pm.
2. **Location and Equipment.** The Market shall be conducted only within the area designated by the City. There shall be no more than 50 booths. CEM may place tables, canopies, chairs, and other similar equipment within the designated area, but vehicles and trailers are not allowed into Cutler Park. CEM shall be solely responsible for providing its own equipment. Equipment may be set up commencing at 5:00 pm, and must be removed from Cutler Park no later than 10:00 pm. Stakes may not be driven into the ground. If anchoring is necessary, it must be by weights. City shall not provide any equipment or assistance in set-up or removal, and there will be no access to electrical power.
3. **Fee.** CEM shall pay City a fee of \$200.00, no later than Friday, June 13, 2025.
4. **Conduct and Supervision of the Market.** CEM shall be solely responsible for the organization, marketing, promotion, set-up, tear-down, management, conduct and supervision of the Market and the participants in the Market. CEM shall ensure that there is adequate adult supervision of all participants at all times during the Market. CEM shall be solely responsible at its sole expense for compliance with all laws in the conduct of the Market, including but not limited to obtaining all required federal, state, and local licenses and permits. City shall provide the safety and security services that are generally available to all users of City parks.
5. **Interference with Movie Event.** CEM shall not use or operate any generators, play music, use sound-amplification or PA equipment, or otherwise make noise or conduct activities that interfere with the Monday Night Movie event.
6. **Indemnification and Insurance.** CEM shall indemnify and hold the City and its employees, officers, and officials harmless from any and all liabilities arising in any way from the presence and operation of the Market, including liabilities for damage or loss to property, personal injury, or death, to the extent such liabilities are not caused by the City or its employees, officers, or officials. CEM shall at all times have in effect a general liability insurance policy with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate,

with an endorsement making the City an additional insured. CEM shall provide City with a certificate of insurance showing such coverage prior to the Market.

7. **Cancellation and Re-Scheduling.** Monday Night Movies are conducted outdoors and are subject to weather and unforeseeable circumstances. City shall have sole discretion to determine whether the event goes on. If the event is cancelled, the Market shall not be held. City shall notify CEM of cancellation no later than 2:00 pm the day of the event. Events may be re-scheduled at the City's discretion, and CEM shall have the option to conduct its Market at the re-scheduled event. Regardless of the foregoing, City may cancel or terminate any event or activities in Cutler Park at any time in its sole discretion as necessary to ensure public safety. City may cancel or terminate the Market if CEM materially breaches the terms of this Contract. The fee shall be refunded to CEM upon cancellation, unless the event is re-scheduled or the cancellation is due to CEM's breach of this Contract.
8. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
9. **Authority.** The individuals executing this Contract warrant and represent that they have the authority to bind their respective parties to this Contract. Proof of such authority shall be presented on request.
10. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
11. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
12. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Linda Gourdeaux, City Clerk
Date:_____

Libertas Institute

By (print name)_____
Title:_____
Date:_____

By (print name)_____
Title:_____
Date:_____