



Agreement
between the
City of Waukesha through its
Parks, Recreation & Forestry Department (WPRF)
and
Waukesha County (MAJOR PARTNER)

Purpose & Scope: The purpose of this Agreement is to clearly identify the roles and responsibilities of each party as they relate to the 2022 JanBoree produced by WPRF. The goal of the JanBoree is to provide a high quality community-based event open to youth and adults. JanBoree is southeastern Wisconsin's premier winter festival spanning over nine days. The event is open to the public, offering primarily free children's events.

Term: It is mutually understood and agreed by the parties that the term of this agreement is for a total of five years from execution date.

Either party may terminate this Agreement for the annual JanBoree event with at least 14 days written notice.

1. WPRF Responsibilities:

- a.** Coordinate logistics of the activities hosted by WPRF.
- b.** Coordinate JanBoree partners.
- c.** Promote the JanBoree event in the WPRF Winter Activity Guide.
- d.** Promote the JanBoree event on the dedicated JanBoree.org website.
- e.** Print and distribute JanBoree brochures to partner sites, businesses, and Waukesha residents in the Winter Activity Guide. The brochure will include all activities (received annually by October 29, determined to be designated as Major Partner events).
- f.** Create and distribute press releases and media kits to include Major Partner listing.
- g.** Coordinate media partnerships.
- h.** Coordinate JanBoree advertising.
- i.** Coordinate JanBoree sponsorship agreements for overall JanBoree sponsors (not site sponsors).
- j.** Process program registrations when necessary.
- k.** Coordinate and pay for all temporary wages including mascot appearances at all JanBoree events.
- l.** Maintain JanBoree mascots.

- m. Provide photographer for JanBoree events and provide digital files of photos to Major Partner for use and promotion.
- n. Provide signage & banners for all events including general JanBoree promotional street banners & light post banners, as well as, banners to the Major Partner events identifying the Major Partner at the Major Partner events.
- o. Provide promotion of the JanBoree at other WPRF and City events.
- p. Support of Parks & Forestry staff to maintain JanBoree City park sites.
- q. Provide logo identification on event program for Major Partner as a Major Partner both inside the brochure and on the back cover as well as the website sponsor page, and press releases. Every consideration will be given for on-air event time on Friday evening to Major Partner, a visual demonstration would be required for on-air time. This is not a guarantee of air time based on the Major Partner's participation, including changes in broadcast schedule, equipment malfunction, and weather considerations.
- r. City of Waukesha/WPRF will defend, indemnify and hold harmless Major Partner and all of its officials, officers, employees, departments and boards from and against all liability, claims, demands, judgments, costs and expenses, including attorneys' fees (collectively "Claims") due to death, personal injury and/or property damage arising from or related to JanBoree events and programs, except to the extent such Claims are caused by the action or inaction of Major Partner or any third parties with which Major Partner collaborates in conducting JanBoree events including but not limited to EAA Young Eagles.

2. Major Partner Responsibilities:

- a. Active participation in JanBoree Committee, completing committee tasks/objectives.
- b. Coordinate logistics of the activities hosted by Major Partner.
- c. Pay all expenses related to the Major Partner-sponsored activity.
- d. Major Partner not-for-profit sponsors may be listed in the brochure and on the website. For-profit sponsors wishing to be included in the JanBoree brochure will pay a fee of \$500 to WPRF to contribute to marketing related expenses. Brochure content will be limited by 280 character count.
- e. Provide detailed activity information, including logos and Major Partner event information to WPRF annually by October 29, to be included in print materials. Information/logos provided after October 29, may not be included in promotion materials.
- f. Major Partner must provide a minimum of five different activities over at least two days of JanBoree weekend to include one new event each year to maintain Major Partner status. An event will be considered "new" if it is an entirely original or different event from previous years or if it is an innovative or fresh

approach to an existing event. The WPRF Special Events Coordinator will assist with this determination with insight and suggestion from JanBoree Committee.

- g.** Use media kit provided by WPRF, including fonts/logos of JanBoree and WPRF whenever promoting JanBoree and JanBoree Major Partner events and include links to JanBoree.org when linking is possible.
- h.** All activities deemed to be JanBoree events must be held, regardless of extreme weather unless mutually agreed upon by WPRF and Major Partner.
- i.** Coordinate needed equipment (when approved) with WPRF.
- j.** Provide copies of all JanBoree Major Partner related event promotion.
- k.** Maintain public-liability insurance with limits of not less than One Million Dollars per occurrence.
- l.** Major Partner will defend, indemnify and hold the City of Waukesha, WPRF, and all of its officials, officers, employees, departments and boards harmless from and against all liability, claims, demands, judgments, costs and expenses, including attorneys' fees (collectively "Claims") due to death, personal injury and/or property damage arising from Major Partner's actions or inactions in relation to Major Partner's JanBoree events and programs, except to the extent such Claims are caused by the action or inaction of the City of Waukesha or WPRF. Regardless of the foregoing, nothing herein shall be construed to constitute a waiver by Major Sponsor of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to Major Sponsor under Section 893.80, Wis. Stats. or under any other applicable statute or law, with respect to any party other than the City of Waukesha.
- m.** Major Partner All parties to this Agreement will follow all orders, restrictions and recommendations issued by our Federal, State, and Local Government. Events will be run with the understanding that offerings, policy and programs are subject to change at any time pending Government orders, restrictions and/or recommendations.

 - ii. If orders, restrictions or recommendations in effect at the time of the scheduled event render it impossible for the event to take place on the scheduled date, WPRF will not be held responsible for fees and the Waukesha County will not be held liable for any out of pocket costs WPRF has incurred.
 - iii. In the event that restrictions are put in place after execution of this Agreement that, while not preventing the event, would materially impact WPRF's ability to conduct the event as planned, event organizer/renter may terminated by providing written notice of termination to the Park System Manager not more than 48 hours after such restrictions become effective.
 - iv. If there are violations of any of orders, restrictions or recommendations, Waukesha County shall have the right to unilaterally close access to the event at any time during the event.

3. Effective Date and Signature: This Agreement shall be effective upon the signature of WPRF and MAJOR PARTNER authorized officials. It shall be in force from October 29, 2021 to January 31, 2026.

Waukesha County

By Paul Farrow, County Executive

Date: _____

Attest: _____

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attest: _____