

Beverage Service Contract
City of Waukesha – Steelhead Aleworks LLC
2023 Lowell Park Fireworks Show

This Contract is by and between the City of Waukesha, 201 Delafield Street, Waukesha, WI 53188, a Wisconsin municipal corporation, referred to herein as the City; and Steelhead Aleworks LLC, 1225 Robruck Drive, Unit A, Oconomowoc, Wisconsin 53066, a Wisconsin limited-liability company, referred to herein as Steelhead. Together, the City and Steelhead are referred to as the Parties.

Recitals

The City, by its Department of Parks, Recreation and Forestry, will present a fireworks show at Lowell Park in Waukesha on July 3, 2023, and the City wishes to provide beverages, including alcoholic beverages, during the show. The City is willing to allow Steelhead to do so, subject to certain terms and conditions.

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

1. **Right to Serve Beverages.** Steelhead, doing business as SteelTank Brewing Co., shall have the exclusive right to serve fermented malt beverages at Lowell Park, from 6 pm until 10 pm on July 3, 2023. Steelhead may not serve intoxicating liquors or wine.
2. **City Obligations.** The City shall organize the fireworks show, including marketing and promotion, provision of recyclable and trash receptacles, and security. City shall provide Steelhead with access to available electrical receptacles for any equipment reasonably required to perform its services under this Contract.
3. **Steelhead Obligations.** Steelhead shall obtain and provide, at its sole expense, all items that are required for its provision of beverage service which are not provided by the City under section 2, including but not limited to all required licenses, beverages, cups, coolers, tappers, and ice. Steelhead shall provide adequate personnel to provide efficient service to attendees. All electrical cords used to provide service shall be covered to avoid trip-and-fall accidents.

All service will be conducted in compliance with state liquor laws. Steelhead shall clean up the bar service area at the conclusion of the event.

Steelhead shall arrive and be set up in time to begin service at 6 pm. Steelhead will set up in the location indicated by City staff.

4. **Beverage Selection and Price.** Steelhead shall determine the beverages it will serve and prices for them.
5. **Advertising and Promotion.** Steelhead may display advertising and promotion materials for its products. If any flyers or other handouts are distributed to attendees, Steelhead shall be responsible for cleaning up any discarded items at the end of the evening.
6. **Compensation.** Steelhead shall pay the sum of One Thousand Dollars (\$1000.00) to the City, in advance of the show, for the exclusive right to serve fermented malt beverages at the fireworks show. Steelhead may retain 100% of the proceeds of its sales.

7. **Compliance with Alcohol Beverage Laws.** Steelhead shall be solely responsible for compliance with all alcohol-beverage statutes and regulations, including but not limited to age verification and not serving to intoxicated persons.
8. **Indemnification.** Steelhead shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Steelhead's provision of beverages, including but not limited to violations of alcohol-beverage laws, and including court costs and actual attorney fees.
9. **Insurance.** At all times during Steelhead's provision of beverages, and for a period of at least 90 days afterward, Steelhead shall maintain, at its sole expense, a policy of commercial general-liability insurance, including an endorsement or separate policy providing liquor-liability coverage, naming the City as an additional insured, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Policies shall be occurrence, and not claims-made, policies and shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Steelhead shall deliver a certificate of insurance to City showing that all requirements of this section are met.
10. **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.
11. **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.
12. **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.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date:_____

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

Steelhead Brewing Company, LLC

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

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