

**Beverage Service Contract**  
**City of Waukesha – MobCraft Beer, Inc.**  
2023 Jazz @ Cutler Park Concerts

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 MobCraft Beer, Inc., 505 S. 5<sup>th</sup> Street, Milwaukee, WI 53204 a Wisconsin limited liability company, referred to herein as MobCraft Beer. Together, the City and MobCraft Beer are referred to as the Parties.

**Recitals**

The City, by its Department of Parks, Recreation and Forestry, conducts a “Jazz @ Cutler Park” event (“event”). The City wishes to provide beverages at the event, including alcoholic beverages. The City is willing to allow MobCraft Beer to do so, subject to certain terms and conditions.

Now, therefore, the City and MobCraft Beer agree and contract as follows:

1. **Right to Serve Beverages.** MobCraft Beer shall have the exclusive right to serve beverages at “Jazz @ Cutler Park” on July 12, 19, and 26, 2023. MobCraft Beer may serve beer, hard seltzer, soda, and water.
2. **City Obligations.** The City shall organize the event, including marketing and promotion, booking of acts, provision of recyclable and trash receptacles and security. City shall provide MobCraft Beer with access to electrical receptacles for any equipment reasonably required to perform its services under this Contract.
3. **MobCraft Beer Obligations.** MobCraft Beer shall obtain and provide, at its sole expense, all items that are required for its provision of beverage service at the event which are not provided by the City under section 2, including but not limited to all required licenses, beer, hard seltzer, soda and water inventory; cups, trays and straws; coolers; tappers; and ice. MobCraft Beer shall provide two separate servings stations and adequate personnel to provide efficient service to patrons. All electrical cords used to provide service shall be covered to provide patron, staff, and volunteer safety.

At least one licensed bartender will be on-site at all times to supervise all beverage sales. MobCraft Beer will provide sufficient petty cash for cash purchases and shall accept credit card payment. Beverage service shall be provided from 6:30 p.m. to 9:00 p.m. MobCraft Beer shall clean up the bar service area at the conclusion of the event.

MobCraft Beer shall arrive no later than 6:00 p.m. on the date of the event. City staff directions for park entry and exit shall be followed.

MobCraft shall promote the events in its social-media accounts.

4. **Beverage Selection and Price.** MobCraft Beer shall determine the beverages it will serve and prices for them, but it shall include non-alcoholic options as well as bottled water.
5. **Promotion Information.** MobCraft Beer shall provide all information that it wishes for inclusion in marketing and promotion materials, including product and pricing information, to the City at least two weeks prior to the program for which it applies.

6. **Compensation.** MobCraft Beer shall pay the sum of Five Hundred Dollars (\$500.00) to the City. Payment is due on or before July 12, 2023.
7. **Compliance with Alcohol Beverage Laws.** MobCraft Beer 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.** MobCraft Beer 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, MobCraft Beer'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 MobCraft Beer's provision of beverages at the event, and for a period of at least 90 days afterward, MobCraft 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. MobCraft Beer shall deliver a W-9 form and 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. **Term.** This Contract supersedes all previous contracts between the Parties. It shall commence upon its execution by all Parties and shall continue in force until the conclusion of the event.
13. **Assistance of Counsel, Voluntary Contract.** The Parties acknowledge that they have either had the assistance of legal counsel in the review and execution of this Contract or have voluntarily waived the opportunity to do so; that they have read and understand each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely, of their own volition, and not under conditions of duress.
14. **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.
15. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition, or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees, and personal representatives.

**16. 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 Gina L. Kozlik, City Clerk  
Date:\_\_\_\_\_

**MobCraft Beer, Inc.**

\_\_\_\_\_  
By Elise Strupp  
Title: Event & Programming Manager  
Date:\_\_\_\_\_

\_\_\_\_\_  
By (print name)\_\_\_\_\_  
Title:\_\_\_\_\_  
Date:\_\_\_\_\_