

CITY OF WAUKESHA

Administration

201 Delafield Street, Waukesha, WI 53188
 Tel: 262.524.3701 fax: 262.524.3899
 www.ci.waukesha.wi.us

Committee: Parks, Recreation and Forestry	Date: 06/17/19
Common Council Item Number: Click here to enter text.	Common Council Meeting Date: 7/2/2019
Submitted By: Ron Grall WPRF Director /Joanna Adamicki, Special Events Coordinator	City Administrator Approval: Kevin Lahner, City Administrator
Finance Department Review: Rich Abbott, Finance Director	City Attorney's Office Review: Brian Running, City Attorney
Subject: To recommend approval of Event Partner Agreements associated with the 2019 City of Waukesha Oktoberfest public event.	

Details:
 Waukesha Parks, Recreation & Forestry Department (WPRF) is working collaboratively with various organizations to provide services for Waukesha Oktoberfest. Written agreements were created with the City Attorney. A variety of community service organizations and area businesses take part in Oktoberfest and assist with filling volunteer needs as well as goods and services needs.

Options & Alternatives:
 Staff recommendation is to continue to work cooperatively with the community organizations and businesses to provide the best experience possible to event attendees. Alternatively, if the services are not provided, this would greatly deter from the patron's experience of the event and create an unsuccessful experience.

Financial Remarks: WPRF receives a portion of sales from each participating organization unless they are providing a service equaling the anticipated income from that vendor. Income is anticipated at approximately \$45,000 with expenses anticipated at approximately \$43,000. Accounts utilized include: Event Sales 5994.46741; Event Sponsorships income 5994.48501; Oktoberfest Expenses 5994.53958.

Executive Recommendation: Recommend approval of the contracts between City of Waukesha and the eight partners and authorize the Mayor to enter into these contracts..



Event Vendor Agreement
2019 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 Cakes While U Wait, 161 W. Wisconsin Ave., Suite 1J, Pewaukee, Wisconsin, 53072, referred to herein as the Vendor.

Recitals

The City will present an Oktoberfest event at Frame Park, free and open to the public, with event to take place on September 27, 2019, 5:00 to 11:00 pm, and September 28, 2019, 1:00 to 11 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. Provide an Oktoberfest themed cake along with any additional cakes necessary to provide 400 servings of cake free of charge along with necessary plates, napkins, and forks to attendees of Oktoberfest on Saturday, September 28, 2019. Cake is to be unveiled and served at 2:00 p.m.
 - b. Reimburse City for 50% cost of Vendor tent rental, up to \$150.
 - c. 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.
 - d. Arrive on site to prepare for sales no later than 4:00 pm and remain on site until at least 11:00 pm.
 - e. Provide all inventory to be sold by Vendor at its assigned vending area for Cakes While You Wait 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 pricing and product listing shall be shared with the City no later than August 16, 2019. All items shall be priced in \$1 increments.
 - f. 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.
 - g. 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.
 - h. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - i. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - j. 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 at assigned vending area.
4. **Compensation for Vendor's Services.** Vendor shall be paid 100% of the face value of the official tickets collected in payment for sales of products by Vendor. 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 30, 2019, and payment shall be made no later than October 19, 2019.
5. **City Obligations.** The City shall be responsible for 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 will provide a tent for vendor at least 15'x20'.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date:_____

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

Cakes While You Wait

 By Andrew Ruggieri, Owner
 Date:_____

Event Vendor Agreement
2019 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 BSA Explorers Post 178, 1901 Delafield St., Waukesha, Wisconsin, 53188, 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 27, 2019, 5:00 to 11:00 pm and September 28, 2019, 1:00 to 11:00 pm, and is willing to allow the Vendor to participate as a vendor of Waukesha Oktoberfest promotional items such as t-shirts, koozies, pins, etc. 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. Provide sufficient numbers of volunteers and ensure that no fewer than 3 and no more than 8 persons will be working at the vending location assigned by the City between 3:00 pm and 11:30 pm on September 27, and between Noon and 11:30 pm on September 28. Vendor must remain on site until event closes at 11:00 pm.
 - b. Sell to attendees of the Oktoberfest promotional items such as t-shirts, koozies, pins, etc. as approved for sale by City, at the assigned vending location. Product pricing shall be as determined by the City.
 - c. Provide the City with an inventory of items sold during the event.
 - d. 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.
 - e. 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.
 - f. Follow all direction and supervision of City employees.
2. **Vendor Additional Activities.** Vendor may engage in any of the following activities while performing its duties under this Agreement:
 - a. Mount signs, banners and flags identifying the Vendor's organization.
 - b. Solicit and collect donations to the Vendor's organization. Solicitations shall clearly indicate that donations are voluntary and are not required in order to purchase products from Vendor.
 - c. Distribute literature promoting the Vendor's organization and membership in the organization.
3. **Compensation for Vendor's Services.** Vendor shall be paid 15% of sales sold and verified by the official tickets collected in payment for sales of products by Vendor. 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 30, 2019, and payment shall be made no later than October 19, 2019.

4. **City Obligations.** The City shall be responsible for purchase of promotional items such as t-shirts, koozies, pins, etc. for Vendor concessions; 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: _____

BSA Explorer Post 178

(print name) _____
Title: _____
Date: _____

(print name) _____
Title: _____
Date: _____

Event Vendor Agreement
2019 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 Ray Stelzer, d.b.a. Kleines Bayern Gourmet Roasted Nuts, 65 N. Main St., Hartford, Wisconsin, 53027, 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 27, 2019, 5:00 to 11:00 pm, and September 28, 2019, 1:00 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 16, 2019. 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 30, 2019, and payment shall be made no later than October 19, 2019.
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: _____

Kleines Bayern Gourmet Roasted Nuts

By Ray Stelzer, Owner
Date: _____

Event Vendor Agreement
2019 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 Mark A. Knudsen, MAK Ventures, LLC, d.b.a. Pop's Kettle Corn, S75W17461 Janesville Rd., Muskego, Wisconsin, 53150, 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 27, 2019, 5:00 to 11:00 pm, and September 28, 2019, 1:00 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 16, 2019. All items shall be priced in \$1 increments.
 - c. Arrive on site to prepare for sales no later than 4:00 pm and remain on site until at least 11:00 pm. on Friday, September 27 and arrive at noon and remain on site until at least 11:00 pm on Saturday, September 28, 2019.
 - d. 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.
 - e. 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.
 - f. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - g. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - h. 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 30, 2019, and payment shall be made no later than October 19, 2019.
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:_____

Pop's on Broadway, d.b.a. Pop's Kettle Corn

By Mark A. Knudsen, Owner
Date:_____

Agreement for Use of Premises, Release and Indemnification
Renaissance Manufacturing Group-Waukesha, LLC - City of Waukesha

This Agreement is by and between Renaissance Manufacturing Group-Waukesha, LLC, 1401 Perkins Avenue, Waukesha, Wisconsin 53186, referred to herein as RMG; and the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; together, RMG and the City are referred to herein as the Parties.

Recitals

The City, through its Department of Parks, Recreation and Forestry, is sponsoring an Oktoberfest event at Frame Park on September 27 and 28, 2019.

Parking availability is limited at Frame Park. Frame Park is adjacent to a parking lot owned by RMG, and RMG is willing to allow the City and its invitees to use the parking lot, provided the City agrees to release and indemnify RMG from liabilities arising as a result of the use of its parking lot.

Therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **Use of Parking Lot.** RMG agrees that the City, and City's employees and invitees may use the west end of the West Parking Lot for parking of attendees of the City's Oktoberfest event at Frame Park. The area of the West Parking Lot that is subject to this Agreement is referred to as the Premises, and is shown on the attached map.
2. **Time of Use.** The City may use the Premises between the hours of 4:00 p.m. and 11:30 p.m. on September 27, and between the hours of Noon and 11:30 p.m. on September 28. RMG will ensure that the Premises are open and available to the City at those times, and will use reasonable efforts to ensure that the Premises are cleared of vehicles and other movable obstructions at those times.
3. **Removal of Vehicles, Clean-Up.** The City shall be responsible for removal of all of its employees' and invitees' vehicles from the Premises, and for cleaning all refuse from the Premises, upon termination of use. Upon termination, the Premises shall be restored to the condition they were in as of the beginning of the City's use, ordinary wear and tear excepted.
4. **Repair of Damage.** The City shall be responsible for repair of all damage to the Premises caused by its use of the Premises.
5. **Release of Liability.** The City acknowledges that it has had adequate access to the Premises for inspection, has inspected the Premises for condition and safety, and is satisfied that the Premises are in a safe condition for the intended parking use. The City assumes the risk of using the Premises for parking by its invitees and permittees, and therefore releases RMG from all liabilities arising in any way in connection with the condition of the Premises or any improvements to the Premises. The City shall indemnify and hold RMG harmless from any and all third-party claims, demands, causes of action, lawsuits, costs, or other liabilities arising in any way in connection with the condition of the Premises or any improvements to the Premises during the times the Premises are being used by the City, including court costs and reasonable attorney fees.
6. **Safety, Security, Prohibited Activities.** The City shall be solely responsible for controlling traffic in and out of the Premises, and for the safety and security of its permittees while they are on the Premises. The City shall take reasonable steps to ensure that no alcohol, illegal drugs, or controlled substances are possessed by any of its employees or invitees on the Premises.

7. **Reasonable Regulation by RMG.** The City shall comply with all reasonable requests and directions from RMG concerning the use of the Premises, provided they do not conflict with the intended purposes of this Agreement.

Dated the _____ day of _____, 2019.

City of Waukesha

Shawn N. Reilly, Mayor

Gina L. Kozlik, City Clerk

Renaissance Manufacturing Group-Waukesha, LLC

By (print name)

Title: _____

Event Vendor Agreement
2019 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 Waukesha Citizens Police Academy Association, Inc., 1901 Delafield St., Waukesha, Wisconsin, 53188, 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 27, 2019, 5:00 to 11:00 pm, and September 28, 2019, 1:00 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. Provide sufficient numbers of volunteers and ensure that no fewer than 6 and no more than 10 persons will be working at the vending location assigned by the City between 3:00 pm and 11 pm on September 27, and between Noon and 11 pm on September 28. Volunteers must remain on site until at least 11:00 pm.
 - b. Provide a volunteer lead for each shift who will be responsible for training of volunteers. Volunteer lead will attend a training session on August 29, 2019 at 6:00 pm.
 - c. Prepare, sell, and serve to attendees of the Oktoberfest, food and beverage as approved for sale by City, at the assigned vending location. Product pricing shall be as determined by the City.
 - d. 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.
 - e. Follow the direction of the designated food handling manager and maintain safe food handling practices at all times.
 - f. 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.
 - g. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - h. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - i. 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.**
 - a. Mount signs, banners and flags identifying the Vendor's organization.
 - b. Solicit and collect donations to the Vendor's organization. Solicitations shall clearly indicate that donations are voluntary and are not required in order to purchase products from Vendor.
 - c. Distribute literature promoting the Vendor's organization and membership in the organization.

4. **Compensation for Vendor's Services.** Vendor shall be paid 15% of the face value of the official tickets collected in payment for sales of products by Vendor. 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 30, 2019, and payment shall be made no later than October 19, 2019.

5. **City Obligations.** The City shall be responsible for purchase of food, beverage, and supplies for Vendor concessions; 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: _____

Waukesha Citizens Police Academy Association, Inc.

 (print name) _____
 President
 Date: _____

 (print name) _____
 Secretary

Event Vendor Agreement
2019 City of Waukesha Oktoberfest

This Agreement is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Waukesha Sunrise Rotary Club Charitable Fund, Inc., P.O. Box 352, Waukesha, Wisconsin, 53187, 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 27, 2019, 5:00 to 11:00 pm and September 28, 2019, 1:00 to 11:00 pm, and is willing to allow the Vendor to participate as a vendor of non-competing food and beverage 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. Provide sufficient numbers of volunteers and ensure that no fewer than 10 and no more than 16 persons will be working at the vending location(s) assigned by the City between 3:00 pm and midnight on September 27, and between Noon and midnight on September 28.
 - b. Provide a volunteer lead for each shift who will be responsible for training of volunteers. Volunteer lead will attend a training session on August 29, 2019 at 6:00 pm.
 - c. Prepare, sell, and serve to attendees of the Oktoberfest food, soda, and water as approved for sale by City, at the assigned vending location(s). Product pricing shall be as determined by the City.
 - d. 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.
 - e. Follow the direction of the designated food tent manager and maintain safe food handling practices at all times.
 - f. 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
 - g. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - h. 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.**

- a. Mount signs, banners and flags identifying the Vendor's organization.
- b. Solicit and collect donations to the Vendor's organization. Solicitations shall clearly indicate that donations are voluntary and are not required in order to purchase products from Vendor.
- c. Distribute literature promoting the Vendor's organization and membership in the organization.

4. **Compensation for Vendor's Services.** Vendor acknowledges that it will be paid 15% 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 30, 2019, and payment shall be made no later than October 19, 2019.

5. **City Obligations.** The City shall be responsible for purchase of food, beverage, and supplies for Vendor concessions; 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: _____

Waukesha Sunrise Rotary Club Charitable Fund, Inc.

(print name) _____
President

(print name) _____
Secretary



Waukesha County

Department of Parks and Land Use

SPECIAL USE AGREEMENT WAUKESHA COUNTY PARK SYSTEM

This AGREEMENT is made an entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and the City of Waukesha (the "CITY") whose principal address is 201 Delafield Street, Waukesha, WI 53188 for the purpose of parking event participant vehicles and operating a shuttle service (the "ACTIVITY") at LOCATION as depicted in Exhibit A (the "SPACE") under the following terms and conditions:

1. **TERM:** This AGREEMENT shall commence upon execution by COUNTY and CITY and remain in force for five (5) years unless otherwise terminated.
2. **EVENT APPROVAL/HOURS OF OPERATION:** CITY shall provide COUNTY not less than thirty (30) days advanced notice of planned events by contacting the COUNTY's Park System Manager. The Park System Manager shall notify the CITY whether the planned event is approved within two (2) business days of receiving the notice. The Park System Manager shall approve planned events unless COUNTY business requires use of the SPACE or the SPACE is otherwise unavailable due to maintenance or repair. In such circumstance the COUNTY may but shall not be required offer CITY use of alternate space, and any use of such alternate space shall be subject to the terms of this Agreement.

During approved events: Friday hours will be 5:00pm until 11:00pm. Saturday hours will be 1:00pm to 11:00pm.

3. **SUPERVISION AND SAFETY:** The CITY assumes responsibility for the supervision of the above-described ACTIVITY, damage to COUNTY property and safety of those who will be engaged in the ACTIVITY.
4. **MAINTENANCE OF SPACE:** The CITY shall be responsible for the cleaning and maintenance of the SPACE due to any issues related to ACTIVITY and shall be responsible for any damages to the SPACE or surrounding Waukesha County lands caused by CITY equipment, customers or staff during the term of this Special Use Agreement. The CITY represents that it has inspected the SPACE and found that it is reasonably suited for the desired special use.
5. **WAIVER/RELEASE:** The CITY, for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, through or on behalf of the CITY (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties")

Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7790 • Fax: (262) 896-8071 • www.waukeshacountyparks.com

from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim for damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, arising from or in any way related to the special use of the SPACE or the surrounding lands of Waukesha County, except to the extent caused by the recklessness or intentional wrongful act of Waukesha County.

6. **INDEMNIFICATION.** The CITY will indemnify, defend and hold harmless the Released Parties (as defined in Section 5) from and against any loss, damage, cost and expense, including attorneys' fees, that the Released Parties may suffer or incur due to any claims, demands, legal proceedings or judgments against any one of them as the result, in whole or in part, of any act or failure to act by the CITY, its officers, employees, agents, or customers arising from or in any way related to the special use of the SPACE or the surrounding lands of Waukesha County.
7. **COVENANT NOT TO SUE:** The CITY, for itself and the other Releasing Parties (as defined in Section 5), will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties, nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damage, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damage, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the special use of the SPACE or surrounding lands of Waukesha County, except to the extent caused by the recklessness or intentional wrongful act of Waukesha County. Nothing in this Agreement shall be construed as or constitute a waiver by COUNTY of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to COUNTY under Wis. Stat. §893.80 or any other applicable statute or law.
8. **INSURANCE:** The CITY shall be solely responsible to meet its insurance needs during the term of this AGREEMENT including but not limited to carry sufficient insurance coverage to protect its property from loss due to theft, fraud and/or undue physical damage. In addition, Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insureds on CITY's commercial general liability insurance policy in an amount not less than \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate. A Certificate of Insurance is required prior to ACTIVITY.
9. **TERMINATION:** Either party may terminate this Agreement with 30-day advance written notice without further liability to the other party. The CITY's exercise of this right shall not excuse obligations for damage to buildings, property or equipment.
10. **SEVERABILITY:** If any provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

11. NOTIFICATION:

COUNTY Contact

Park System Manager
Name: Rebecca Mattano
Telephone: 262-548-7807
Email: rmattano@waukeshacounty.gov

CITY Contact

Title:
Name:
Telephone:
Cell:
Email:

[Signature Follow]

Dated this ____ day of _____, 2019.

CITY OF WAUKESHA

By: Shawn Reilly
Its: Mayor

By: Gina Kozlik
Its: Clerk/Treasurer

Dated this ____ day of _____, 2019.

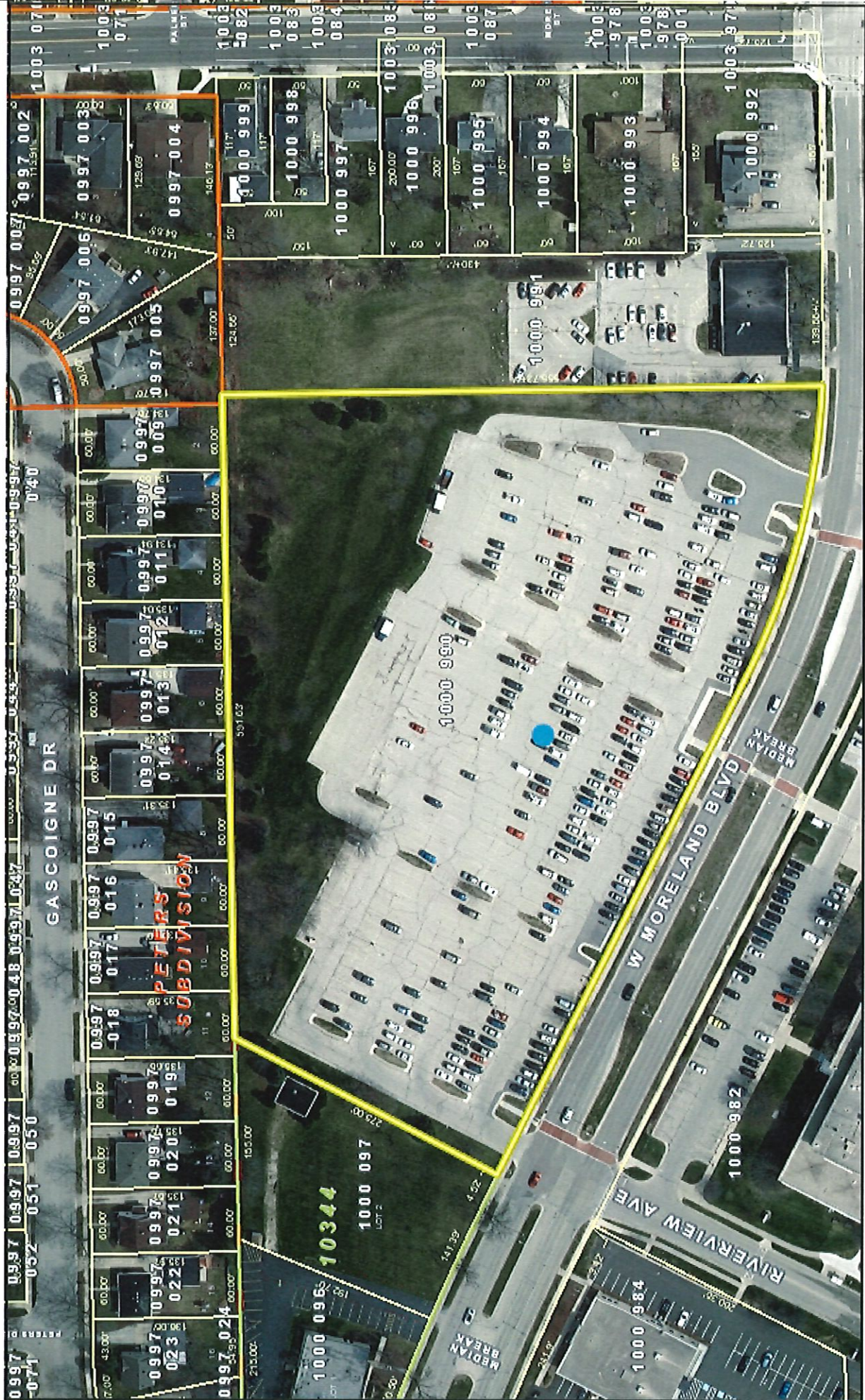
WAUKESHA COUNTY

By: Rebecca Mattano
Its: Manager, Park System Division
Department of Parks & Land Use



LAND INFORMATION SYSTEMS DIVISION

Exhibit A - Parking Lot Space



0 125.05 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes: City of Waukesha 2019
Event (Sept. 27 & 28)

Printed: 4/24/2019

