

Beverage Service Contract
City of Waukesha – Waukesha Sunrise Rotary Club Charitable Fund, Inc.
2019 Jazz Express Concert

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Waukesha Sunrise Rotary Club Charitable Fund, Inc., referred to herein as the Club. Together, the City and Club are referred to as the Parties.

Recitals

The City, by its Department of Parks, Recreation and Forestry, conducts a Jazz Express concert on August 8, 2019, referred to herein as the Event. Food and beverages may be served at the Event, and the Club wishes to serve cheese and beverages, including wine, as a fund-raiser. The City is willing to allow the Club to do so, subject to certain terms and conditions.

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

1. **Right to Serve Beverages.** The Club shall have the exclusive right to serve wine and cheese at the Event. The Club may not serve fermented malt beverages or intoxicating liquors, except for wine.
2. **City Obligations.** The City shall organize the Event, including marketing and promotion, booking of music, signage, electricity, recyclable and trash receptacles, tables, one 10'x20' tent, and security as the City deems necessary in its sole discretion. The City shall provide Club with space in the park and access to electrical receptacles for any equipment reasonably required by Club in performing its services under this Contract. The City shall determine the date and time of the Event.
3. **Club Obligations.** Club shall obtain and provide, at its sole expense, all items that are required for its provision of beverage service at the Event that are not provided by the City under section 2, including but not limited to all required licenses; wine and water inventory; cups; cheese; plates; napkins; coolers; age-verification wristbands; and ice. The Club shall set-up tents, tables, and all necessary supplies for event by 5:30pm and complete take-down and clean-up by 10:00pm. The Club shall provide adequate personnel to provide efficient service to patrons between 6:00pm and 9:00pm, and shall obtain the services of at least one licensed bartender, who will be on-site at all times to supervise all beverage sales. The Club will provide sufficient petty cash for cash purchases.
4. **Beverage Selection and Price.** The Club shall determine the wine it will serve and prices for it, but it shall include non-alcoholic options to include bottled water.
5. **Promotion Information.** The Club 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 months prior to the Event.
6. **Revenue.** Club acknowledges that it will pay City 25% of total gross sales by August 31, 2019. A report of total sales, including number of wine bottles utilized, shall be submitted with payment. Proceeds to City will be used to enhance Music in the Park program. Club shall retain 75% of total gross sales.
7. **Compliance with Alcohol Beverage Laws.** The Club 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.** The Club 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, Club's provision of beverages at the Events, including but not limited to violations of alcohol-beverage laws; except for liabilities arising from the negligent acts or omissions of the City.
9. **Insurance.** At all times during the Club's provision of beverages at the Event, and for a period of at least 90 days afterward, the Club 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. The Club 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. **Condition to Performance.** The obligation of the Parties to perform their respective obligations is conditioned on the Event taking place. This agreement shall be subject to force majeure as well as acts of nature including but not limited to: fire, accidents, labor disputes, riots, civil disturbances, war, governmental or judicial decrees, flood, rain, storm, tornado, earth quake, blizzard, snow, and or any other causes beyond the control of either party whereby fulfillment of this agreement may be made impossible.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

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

Waukesha Sunrise Rotary Club Charitable Fund, Inc.

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

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