

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 Ruggeri, 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 Friends of Waukesha Parks, Recreation & Forestry, Inc., 1900 Aviation Dr., Waukesha, Wisconsin, 53188, referred to herein as the Vendor.

Recitals

The City of Waukesha, referred to herein as the City, is conducting an Oktoberfest event at Frame Park, free and open to the public, 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 wristbands; and to share with the Vendor a percentage of the revenues generated by their sales, 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 Vendor represents to the City of Waukesha, acknowledges, and agrees 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 4 and no more than 10 persons will be working at the vending locations assigned by the City between 4 pm and 11 pm on September 27, and between 12:30 pm and 11 pm on September 28.
 - b. Sell to attendees ages 21 and older of the Oktoberfest wristbands as approved for sale by City, at the assigned vending location. Product pricing shall be as determined by the City.
 - c. Accept only tickets in payment of all sales and deliver tickets to City ticket booth 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.
 - e. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - f. Provide a volunteer lead for each shift who will be responsible for training of volunteers. Volunteer leads will attend a training session.
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, conduct the following activities at its assigned vending location:
 - a. Mount signs, banners and flags identifying the Vendor's organization.
 - b. 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 70% of the face value of the official tickets collected in payment for sales of product by Vendor at its assigned vending locations. The amount to be paid to Vendor shall be determined following the weighing of tickets 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 food and serving supplies; all ticket sales; all product pricing; 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.

Acknowledged and agreed to this _____ day of _____, 2019.

Friends of Waukesha Parks, Recreation & Forestry, Inc.

(print name) _____
President

(print name) _____
Secretary

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 FATE LLC. d.b.a. Spitfires On State, 5018 W. State St., Milwaukee, WI 53208, 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:_____

FATE LLC d.b.a. Spitfires On State

By Andrew W. Peterson, 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 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