

Bicycle Race Sponsorship Contract
City of Waukesha – Midwest Cycling Series, LLC

This Contract is entered into by and between the City of Waukesha and its Parks, Recreation and Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Midwest Cycling Series, LLC, 2510 North 86th Street, Wauwatosa, Wisconsin 53226, referred to herein as Midwest. City and Midwest together are referred to herein as the Parties.

Recitals

Midwest is the organizer of a bicycle racing series in Wisconsin called the Tour of America's Dairyland, referred to herein as the Series. City desires to sponsor a race in the Series in downtown Waukesha.

Both Parties are willing to enter into a contract whereby Midwest will conduct a Series race in Waukesha and the City will act as sponsor for the event.

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

1. **The Races.** Midwest shall conduct a bicycle racing event that is part of the Series, which shall be called the Carl Zach Cycling Classic, and which is referred to herein as the Races. The Races shall take place, rain or shine, on June 18, 2017, on a course in downtown Waukesha that is mutually agreed upon by the Parties.
2. **Races Schedule.** The Races shall take place on the following schedule; subject to unavoidable delays due to causes beyond Midwest's reasonable control:

<u>Race Category</u>	<u>Times</u>	<u>Race Length</u>	<u>Gap</u>
Women Cat 3/4	11:45am to 12:25pm	40 minutes	5 min.
Cat 4/5	12:30pm to 1:10pm	40 minutes	10 min.
Masters 3/4 40+	1:20pm to 2:10pm	50 minutes	10 min.
Cat 2/3	2:20pm to 3:10pm	50 minutes	10 min.
Masters Men 1/2/3 40+	3:20pm to 4:20pm	60 minutes	10 min.
Pro Women 1/2	4:30pm to 5:30pm	60 minutes	10 min.
Local Event	5:30pm to 7:00pm	90 minutes	None
Pro 1/2 Men	7:00pm to 8:30pm	90 minutes	None

3. **Sponsorship Fees.** City shall pay Midwest the following amounts:
 - a. **Sponsorship Fee.** \$13,860.00 in cash, representing the fee to Midwest for organizing and conducting the Races according to all of the terms and conditions of this Contract. The Sponsorship Fee shall be paid in three installments of \$4620.00 each, on January 1, 2017, April 1, 2017, and June 18, 2017.
 - b. **Primes Fee.** \$2000.00, in cash or in-kind at the City's discretion, which shall be distributed as "primes" by Midwest to riders during the Races. The City may designate sponsors of primes by providing a list of prime sponsors to Midwest no later than June 1, 2017. The Primes Fee shall be delivered to Midwest on or before June 18, 2017.
 - c. **Payment Terms.** All money payments shall be made by check payable to Midwest Cycling Series LLC at P.O. Box 20914, Greenfield, WI 53220.

- d. **Refunds.** If the Races are cancelled by Midwest, or if Midwest should fail to conduct the Races according to the terms of this Contract, then Midwest shall refund all fees paid by City no later than 20 days after cancellation or the planned date of the Races, whichever occurs first.
4. **Midwest Duties.** Midwest shall provide services necessary to stage a well-organized competitive cycling event for the City and the local community. Midwest shall provide and pay for the following services to organize and stage the Races:
- a. Obtain and pay for all necessary USA Cycling permits and bicycle racing insurance to hold the Races and provide copies of dec sheets for the insurance to City by June 1, 2017;
 - b. Assist City (if requested) in organizing one (1) training session for Volunteers prior to race day;
 - c. Online and Race Day registration services, including staffing for registration service, and race numbers for racers;
 - d. A start/finish area with set-up and tear down, including a series banner (City banner can be hung below this), an awards stage, and a finish line camera and scoring system;
 - e. A race announcer and race officials;
 - f. Cycling specific regional and national media advertising;
 - g. Pace car for the Races;
 - h. Up to 25 tee-shirts for volunteers (additional tee-shirts may be purchased separately by City);
 - i. Prize money to racers (standardized for all races);
 - j. Coordination and distribution of prime prizes to racers. The Midwest will announce each Prime sponsor and Prime copy (provided by City) with each corresponding Prime and then provide a signed confirmation by all winners of primes at this event and the original copy will be given to the City at the end of the race. (Riders must sign for their primes);
 - k. Bicycle race photographer (3 photos provided free of charge to City);
 - l. An optional sports expo appropriate for maximum crowd exposure agreeable to both Parties, provided that no vendor shall offer products or services competitive with City without City's express permission. A list of vendors will be provided by Midwest 30 days prior to start of Races. City shall have right to approve or disapprove any sports expo vendor contracted by Midwest;
 - m. Creation and maintenance of a website for the Series that contains a link to the Races, and if requested by City, links to City and local supporters of the Races;
 - n. First Aid and EMT coverage for the Races (See attached MOSH plan, which is incorporated herein by reference);
 - o. Placement of barricades in the start/finish area, along with the placement of safety fencing and safety bumpers on the remainder of the course for the Races;
 - p. Creation and submission of results to racers and USA Cycling along with posting on the Series website;
 - q. Toilet facilities (minimum of four) and wash stations for racers and officials/organizers (to be serviced midway through event);

- r. Four-color Series posters (maximum of 25) for distribution by City (the poster shall include space for City to imprint; additional posters may be purchased by City);
 - s. Midwest shall be responsible for providing and placing of metal barricades along with any and all mattresses or padding along with affixing to any street signs, fire hydrants, etc.; and
 - t. Midwest shall provide the City with final race results at the conclusion of the race along with start list for each race.
5. **City Duties.** City acknowledges that the success of the Races requires City to participate in the organization and staging of the Races. City shall provide the following services to organize and stage the Races:
- a. Provide volunteers for trash collection, plus assist in hanging signage and banners for the local event;
 - b. Secure the closure of the Course on Race day, including police services where required;
 - c. Obtain the required street and lot closing from the City of Waukesha, which is required by the city;
 - d. Promote the Races in local media;
 - e. Coordinate interaction between on-site first aid and EMT services provided by Midwest and local public EMT services;
 - f. Provide a person or persons to work with the race announcer during the day's event, and provide the announcer with a "Race Guide" so that the announcer can give recognition to race sponsors;
 - g. The City may imprint and distribute tee-shirts for volunteers and print and distribute posters for the races;
 - h. Provide necessary toilet and hand wash facilities for spectators and trash receptacles; and
 - i. Provide an area for a "Sports Expo" allowing for maximum crowd exposure. This area shall be able to accommodate an appropriate number of 10 x 10 foot tents.
6. **Course Inspection, Repair and Approval; Disclaimer of Road Condition Warranty.**
- a. The Races shall be held on the Course designated in Exhibit B to this Agreement. In the event that Midwest or City requests a change to the Course, the Parties shall discuss in good faith the proposed change. The Parties agree that Midwest has the right to refuse to make any change in the Course if Midwest concludes that the proposed change would have an impact on the safe conduct of the Races. Any change in the Course is subject to the ability of City to obtain all locally-required permits, and Midwest to obtain necessary USA Cycling permits.
 - b. On or before April 15, 2017, Midwest and City shall inspect the road surface of the Course to determine whether any repairs to the road surface are necessary for the safe conduct of the Races. If necessary, City shall request the appropriate local authority to make the necessary repairs. Repairs shall be done in the sole discretion of the local authority responsible for road repairs. Midwest agrees to assist City in any effort to obtain repairs to the road surface.
 - c. If, after repairs are done, Midwest accepts the condition of the road surface and elects to proceed with the Races, then Midwest accepts the roads as-is, and assumes all risks associated with the conduct of the Races. The City expressly disclaims all warranties of quality or condition of the roads, whether expressed or implied. Midwest shall be responsible for marking and signing any road defects, and alerting riders to any hazardous road conditions.

7. **Signage in the Start and Finish Area.** City may place signs in the start and finish area. Midwest will assist with the installation of signs in the start and finish area the morning of the Races, and with their removal at the end of the Races.
8. **Organizational Meetings.** City shall send representatives to organizational meetings for the Races, as scheduled by Midwest, which shall include meetings of all race sponsors at least once a year at a location and time to be announced by Midwest.
9. **Sponsorship Is Not Exclusive.** City acknowledges that Midwest has contracted with other parties that are sponsors of the entire Series, and agrees that those sponsors shall be identified, in addition to the City, in all materials promoting the Races, including printed materials, advertising, and signage.
10. **Criteria for Participation, Prohibited Bases of Discrimination.** Midwest shall not discriminate against any persons for participation or attendance at the Races on the basis of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.
11. **Sex Offender Prohibition.** Midwest shall not, in the performance of its Services under this Contract, employ, or use the volunteer services of, any persons who have been convicted of child molestation or sexual assault against a minor.
12. **Compliance with Laws; Permits and Licenses.** Midwest shall be solely responsible for compliance with all laws applicable to the conduct of the Races. Midwest shall be responsible, at its sole expense, for obtaining all licenses and permits required for the conduct of the Races by USA Cycling, the national sanctioning body.
13. **Indemnification.** Midwest shall indemnify and hold the City and its officers, employees, volunteers and agents, harmless from any and all claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, asserted by any third parties, including participants in the Races and attendees of the Races, arising out of, or connected in any way with:
 - a. The conduct of the Races, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - b. Midwest's breach of any provision of this Contract.
 - c. Midwest's violations of any laws.
14. **Insurance.** Midwest shall maintain insurance of the following kinds and for not less than the following limits, at Midwest's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Midwest shall obtain an endorsement making the City an additional insured and loss payee, and Midwest's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Midwest shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. USA Cycling race insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - c. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
15. **Record Keeping.** Midwest shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Midwest acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.

- 16. **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.
- 17. **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.
- 18. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
- 19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall 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: _____

To certify that funds are provided for payment:

 Richard L. Abbott, Director of Finance
 Date: _____

Midwest Cycling Series, LLC

 By William M. Koch, Jr., Managing Member
 Date: _____