

Event Vendor Agreement
2024 City of Waukesha Oktoberfest

This Agreement is by and between, the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin, 53188 and Firstline Forge LLC, W318S3830 Depot Hill Rd., Waukesha, WI 53189, 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 20 (5 p.m. to 10 p.m.) and 21 (noon to 10 p.m.), 2024, and is willing to allow the Vendor to participate as a blacksmith performer and vendor during the event.

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. Blacksmith demonstration and vending on Friday, September 20, 2024, from 5:00 p.m. to 8:00 p.m. and Saturday, September 21, 2024, from noon to 8:00 p.m.
 - b. 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.
 - c. Comply with all statutes and regulations that may apply to Vendor's performance.
 - d. Accept only official event gift cards or credit cards utilizing City equipment in payment of all sales.
 - e. Promptly pay all suppliers and indemnify the City from claims for payment by any of Vendor's suppliers.
 - f. 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, conduct the following activities at its assigned vending location: Mount signs, banners and flags identifying the Vendor's business.
4. **Compensation for Vendor's Services.** Vendor acknowledges that it will be paid 80% of the sales value collected in payment for sales of products by Vendor. The amount to be paid to Vendor shall be determined by sales report on City equipment and payment shall be made no later than October 21, 2024.

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. In addition, the City shall provide Vendor with a three-sided 20x20 tent with lighting, two 15-amp electrical outlets, and space for a truck and trailer.

Firstline Forge LLC

Benjamin Jiricowic

Date: _____

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Sara Spencer, Interim City Clerk

Date: _____