



WAUKESHA COUNTY FAIR ASSOCIATION, INC.

2417 SILVERNAIL ROAD, PEWAUKEE, WISCONSIN 53072

(262) 544-5922

www.waukeshacountyfair.com

Jim Renn
President

Chrissy Gluege
Executive
Director

Waukesha County Fair Parking Agreement

This Waukesha County Fair 4th of July event Agreement ("Agreement") is made by and between the Waukesha County Fair Association ("WCFA") a Wisconsin non-profit organization, and the City of Waukesha ("City") a Wisconsin entity, having a principal place of business located at 201 Delafield Street, Waukesha, WI 53188.

WHEREAS, the WCFA intends to arrange and facilitate efficient parking duties inbound and outbound during the City of Waukesha's July 4th Fireworks event held at the Waukesha County Expo Grounds on July 4, 2018, and

WHEREAS, the City of Waukesha agrees to hire the WCFA for parking duties inbound and outbound performed at the July 4th Firework's event along with additional rental for equipment of one golf cart and radios for normal communications and operations during the City of Waukesha's July 4th Fireworks event;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCFA and the City of Waukesha agree as follows;

1. **Term.** The Agreement will commence upon execution and will remain in full force and effect until midnight on July 4th, 2018 following the conclusion of the City of Waukesha's July 4th Fireworks event in 2018. In the event of a rain date, the Agreement will commence upon execution and will remain in full force and effect until midnight on July 5th, 2018 following the conclusion of the City of Waukesha's July 4th Fireworks event in 2018 moving to the July 5th rain date.
2. **City of Waukesha Obligations.** The City of Waukesha agrees to pay a cash fee of one thousand six hundred and twenty five dollars (\$1,625.00) for duties performed and rental equipment provided on July 4th, 2018.
 - a. Parking Personnel & Services Fee (up to 60 man hours) -- \$1500
 - b. Rental Fee for Golf Cart -- \$125
 - c. Equipment Provided to WCFA for use during 4th of July Firework's event:
 1. At least 12 reflective vests
 2. Minimum of 3 Exit visible signs
(Preferably 2 with arrows-one pointing left, one pointing right)
3. **Provided Services.** City of Waukesha will be provided the following by WCFA:
 - a. Efficient Inbound parking services starting at 6 pm on July 4th, 2018.
 1. All vehicles enter through Gate 1 and funneled into single lane northbound into the North Parking Lot, WCFA considers Parking Lot 2.
 2. Vehicles/Event Attendees are directed to park in tandem.
 3. Motorcycle Parking will be offered and directed to paved, designated area north of the Forum Building between the Forum Building and the Beef Barn. (Limited Motorcycle parking available and will be monitored to the best of WCFA ability.)
 4. Any Bus/Motorhome/Trailer who enter, WCFA will direct them Northbound to the North side of Parking Lot 2 on the Waukesha County Expo Grounds "Camper Rail."

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5. Should Inbound Road traffic back up, WCFA will initiate directing traffic into South Parking Lot, WCFA considers Parking Lot 1, simultaneously with Parking Lot 2.
 6. See Page 6 of Agreement for map of execution.
- b. Change over from Inbound to Outbound Parking Equipment to occur at start of Fireworks display –approximately 9:30 pm.
 - c. Efficient Outbound parking services starting at end of City of Waukesha’s Firework event on July 4th, 2018 – approximate time 10:00 pm.
 1. Vehicles from North Parking Lot, Parking Lot 2, head to the east side road and funnel into single lane southbound. Exit only eastbound onto Northview Road.
 2. Vehicles/Event Attendees are directed to exit safely and efficiently.
 3. Motorcycle Parking will be directed out of Motorcycle Parking area by Forum Building to the east side road and funneled into single lane southbound. Exit only eastbound onto Northview Road.
 4. Any Bus/Motorhome/Trailer who exit, WCFA will direct them to the east side road and head southbound. Exit only eastbound onto Northview Road.
 5. Vehicles from South Parking Lot, Parking Lot 1, head to exit Gate 2. Exit only westbound onto Northview Road.
 6. See Page 7 of Agreement for map of execution.
 - d. WCFA to provide radios for communication.
 1. City of Waukesha – Joanna Adamicki
 2. City of Waukesha – City Staff, Directed by Joanna Adamicki
 3. Waukesha County Expo Manager – Teri Adlam
 4. WCFA
 - e. WCFA to provide up to twelve (12) parking personnel for parking duties on July 4th, 2018.
 - f. WCFA to provide golf cart for City of Waukesha – Road Officer
 - g. WCFA to secure equipment from Waukesha County Expo Grounds. Equipment Provided by the Waukesha County Expo Grounds to WCFA for use during 4th of July Firework’s event and/or July 5th rain date for City of Waukesha’s July 4th Fireworks event.
 1. Minimum of 40 cones
 2. Minimum of 16 barricades
 - h. WCFA to provide equipment for inbound directional facilitation.
 - i. WCFA to provide lit equipment for outbound directional facilitation.
4. **The Fair.** At the WCFA sole responsibility, WCFA agrees to perform all acts necessary to fulfill parking duties on the above mentioned date. WCFA agrees to work the City of Waukesha’s July 4th Fireworks event in compliance with all applicable laws and regulations and the following specifications:
- a. WCFA and its personnel will provide and carry themselves in a first-class manner in accordance with the prevailing professional, ethical, and business standards, with the utmost regard for the safety of all persons, property, the environment and City of Waukesha’s goodwill.
 - b. Force Majeure, acts of God, or other causes beyond the control either party delaying or causing the cancellation or delay of the City of Waukesha’s July 4th Fireworks event will not subject WCFA or City to any liability hereunder.

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- c. All arrangements and costs for the City of Waukesha's July 4th Fireworks event (and any financial loss relating thereto) shall be solely City of Waukesha's responsibility. Except for the amounts payable to WCFA under Paragraph 2 and in any separate agreement, if such has been executed, WCFA shall have no obligation to pay any amounts to City of Waukesha or others as a result of the City of Waukesha's July 4th Fireworks event.

5. **WCFA's Promotional Opportunities**

- a. **General.** WCFA and City of Waukesha will consider promotional opportunities for WCFA consistent with the City of Waukesha's July 4th Fireworks event image. City of Waukesha shall allow promotional signage and/or material in connection with the upcoming Waukesha County Fair.

6. **City of Waukesha Promotional Opportunities**

- a. **General.** WCFA and City of Waukesha will consider promotional opportunities for City of Waukesha consistent with the WCFA event image. WCFA shall allow space for one promotional sign, provided and put up by City of Waukesha, in location agreement upon by both parties. City of Waukesha allowed to put flyers in the Waukesha County Expo Buildings event stands throughout the run of the 2018 Waukesha County Fair. WCFA will not be held liable for any loss or damage of promotional sign, materials, and/or flyers prior, during, or post WCFA event.

7. **Insurance.** WCFA shall, at its own expense, secure and maintain in full force and effect throughout the City of Waukesha's July 4th Fireworks Event at least the following insurance coverage:

- a. **General Liability.** Bodily injury and property damage insurance in the amount of not less than \$1,000,000 combined single limit.
- b. **Workers Compensation.** Statutory workers' compensation insurance governing WCFA employees and volunteers as required by the State of Wisconsin and Employers' Liability Insurance in the amounts of \$100,000/\$500,000/\$100,000 if needed.
- c. At City of Waukesha's request, the WCFA shall provide City of Waukesha with a Certificate of Insurance naming City of Waukesha as an additional insured, evidencing the existence of these insurance policies for the City of Waukesha's July 4th Fireworks Event.

8. **Termination.** In the event of any of the following circumstances, either part may terminate the Agreement immediately upon serving written notice of intent to do so:

- a. Any material violation of any federal, state, municipal or local law, regulation, ordinance, ruling or judgment by either party regarding the City of Waukesha's July 4th Fireworks Event.
- b. If there is a default by either party under the provisions of the Agreement and said party shall have failed to completely cure the default within five (5) days after being given written notice by the other party.

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9. **General Cancellations by City.** In the event the City of Waukesha chooses to cancel the City of Waukesha's July 4th Fireworks Event and it does not take place due to any cause such as weather, operational decision, or otherwise, City of Waukesha is held responsible to owe a total fee of \$625 to WCFA. This includes the cost of the Golf Cart Rental Fee of \$125 as well as \$500 for the investment of the WCFA.
10. **Cancellations. Acts of God. War.** In the event the City of Waukesha's July 4th Fireworks Event does not take place due to any cause beyond the reasonable control (e.g., acts of war, acts of God, or other force majeure type of events) of the parties the WCFA shall have the right to cancel this agreement for the City of Waukesha's July 4th Event upon written notice to the City of Waukesha in the occurrence of such an event. In the event of postponement of the City of Waukesha's July 4th Fireworks Event all terms and conditions of this Agreement shall continue upon agreement of both parties within the same day (July 4th) until the time the postponement has fully completed and both parties are in agreement.
11. **Independent Parties.** The parties hereto agree that nothing in this Agreement is intended to create, nor shall anything herein be constructed or interpreted as creating a partnership, joint venture or any other such mutual relationship between WCFA and City of Waukesha, and both parties understand that, except as otherwise expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.
12. **Prior Agreements.** Upon execution of this agreement, any prior agreement between WCFA and City of Waukesha relating to the City of Waukesha's July 4th Event is hereby canceled and considered null and void.
13. **Amendments.** This Agreement may be amended or altered only by a written agreement signed by the parties.
14. **Whole Contract.** This instrument contains the entire agreement of the Parties, it being agreed that there are no verbal or other written agreements pertaining to the subject matter hereof. The laws of the State of Wisconsin shall govern the construction hereof, and the parties agree that the state of Wisconsin shall be the forum for the resolution of any and all disputes arising hereunder.
15. **Captions and Headlines.** All captions and paragraph headings are for convenience and shall not be construed as in any way limiting or altering any of the language contained in this agreement.
16. **Notices.** All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by U.S. mail, to the party intended to receive such notice, request of instruction at such party's address shown in the opening paragraph of this Agreement.
17. **Assignment.** This Agreement shall not be assigned or transferred without the written consent of all parties hereto.
18. **Binding Nature of Agreement.** All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties.

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19. **Governing Law and Severability.** The laws of the State of Wisconsin shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained. If any provision of this Agreement in any way violates or contravenes the laws of any applicable county, state or municipality, such provisions shall be deemed not to be a part of this Agreement and the remainder of this Agreement shall remain in full force and effect. Invalidity and unenforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto, by their signatures below, hereby agree to the terms and conditions set forth above as of the day and year written below.

By: _____
Mr. Shawn Reilly, Mayor
City of Waukesha

By: _____
Mr. Jim Renn, President
Waukesha County Fair Association

Date: _____

Date: _____

By: _____
Ms. Gina Kozlik, Clerk/Treasurer
City of Waukesha

By: _____
Ms. Chrissy Gluege, Executive Director
Waukesha County Fair

Date: _____

Date: _____

By: _____
Mr. Rich Abbott, Finance Director
City of Waukesha

Date: _____

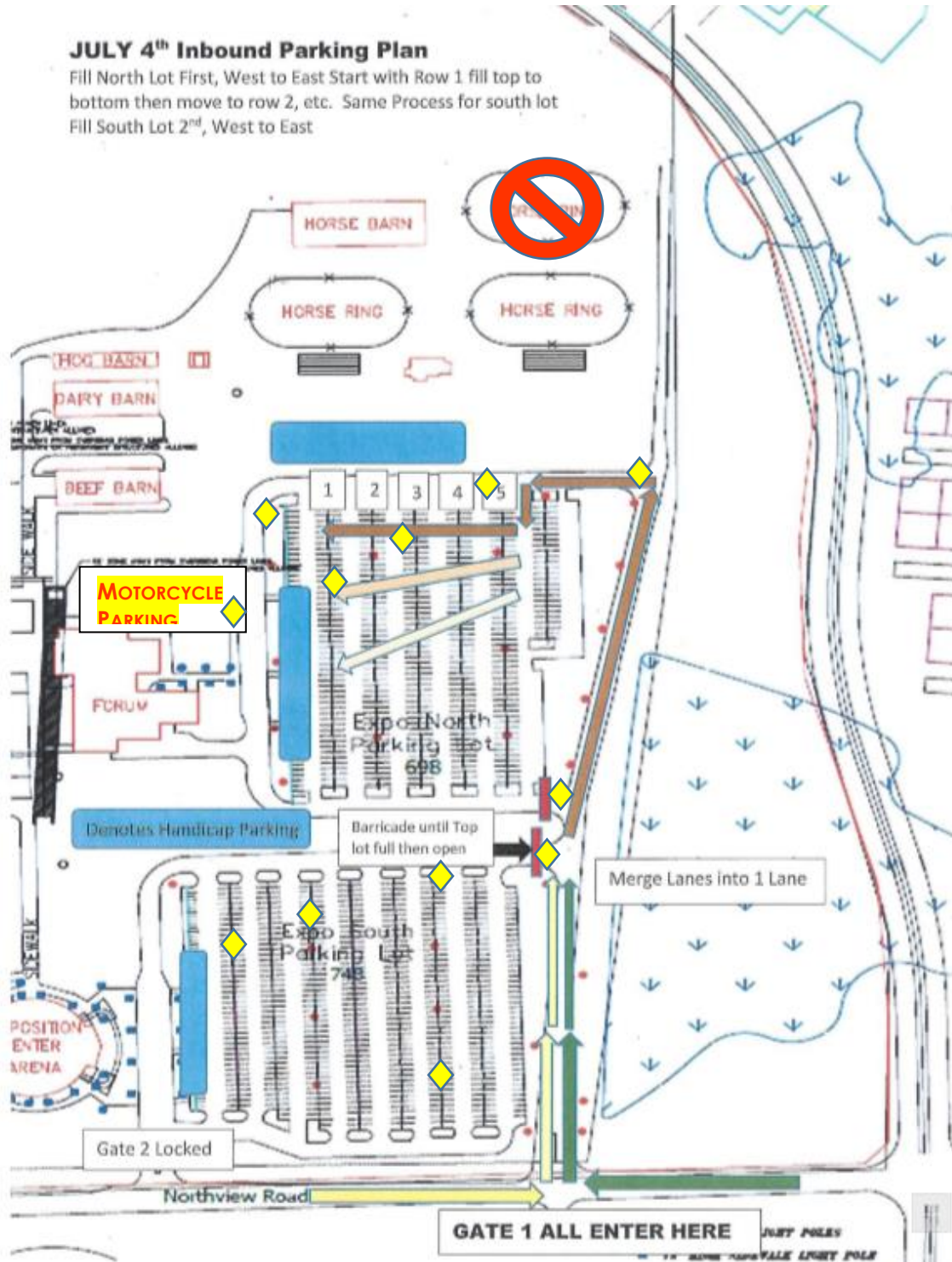
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Waukesha County Fair – Inbound Parking Plan

*Adjusted for 2018: *Arrival 5/5:30 pm for 6 pm Gate 1 Opening*

- Dedicated Parking Crew – Same Concepts Apply as Previous Years
- Motorcycle Parking – Specified Area



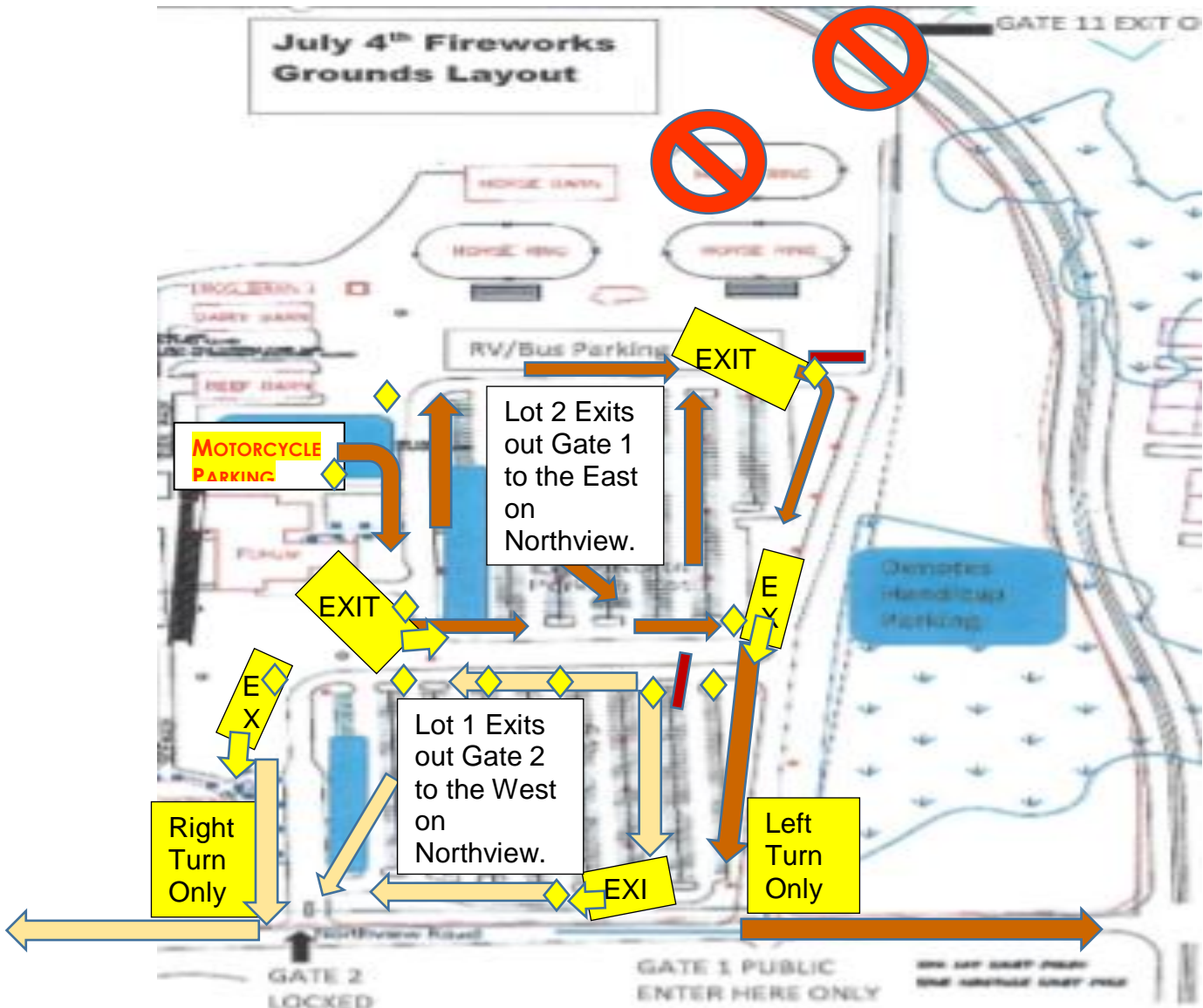
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Waukesha County Fair – Outbound Parking Plan

Adjusted for 2018: *Departure 10:30/11 pm after Both Lots clear

- **Dedicated Parking Crew – New Concept: Efficiency with inside Crew & Road Officers = Lots to empty within 20-30 minutes.**
 - Change over cones, barricades, & personnel location at start of Fireworks (Roughly 9:30 pm)
- **Lot 1 (South Lot) exits out Gate 2 (Merge to Single Lane for Exiting) and Turns West onto Northview Road. No east turns.**
- **Lot 2 (North Lot) exits out Gate 1 (Merge to Single Lane for Exiting) and Turns East onto Northview Road. No west turns.**
- **Clear Signage for Exiting at Points Listed (Aid in Efficiency of Operations)**
- **No need for Gate #11 – Will NOT be exiting Aviation Drive**
 - Save on County Vehicle and need for Lighting on the North



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