

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 Joseph R. Unger, D/B/A Nailbenders Carpentry, 6913 Roosevelt Road, Hartford, WI 53027, 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 performer 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. Perform Schuhplattler in the giant cuckoo clock as the Glockenspiel on Friday, Sept. 20 at 6:00 and 8:00 p.m. and Saturday, Sept. 21 at 2:00, 4:00, 6:00., and 8:00 p.m.
 - b. Vendor to provide the giant cuckoo clock and a minimum of four performers.
 - c. Keep the assigned 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.
 - d. Comply with all statutes and regulations that may apply to Vendor's performance.
 - 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.** The City agrees to pay Vendor the sum of \$5,500.00 for performance services. Payment shall be made in the following manner: five hundred dollars (\$500) upon execution of the contract; five thousand dollars (\$5,000) on September 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 two 115-volt 20 amp power hook ups and a sign board with performance times. **Vendor**

Joseph R. Unger
Date: _____

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

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