

Event Vendor Agreement
2017 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 by Kiwanis Club of Waukesha Early Risers, Wisconsin Inc., 2007 Coldwater Creek Drive, 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 22 and 23, 2017, and is willing to allow the Vendor to participate as a vendor of beverages, glassware, or both; 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. Obtain a temporary Class "B" fermented malt beverage license from the City of Waukesha, effective for the period including September 22 and 23, 2017.
 - b. Comply with the terms and conditions of the temporary Class "B" license, and all statutes, ordinances, and regulations concerning the sales of fermented malt beverages and wine.
 - c. Provide licensed bartenders to be at the vending location assigned by the City at all times between 4 pm and 10 pm on September 22, and between 8 am and 10 pm on September 23.
 - d. Provide sufficient numbers of volunteers and ensure that no fewer than 12 and no more than 20 persons will be working at the vending location assigned by the City between 3:30 pm and 11 pm on September 22, and between 8 am and 11 pm on September 23.
 - e. Attend training session for event sales as determined by the City.
 - f. Provide all inventory to be sold by Vendor at its assigned vending areas, including beer, wine, cups, and glassware. Beer, wine, cups, and glassware brands and types shall be as designated by the City.
 - g. Sell and serve to attendees of the Oktoberfest event beer and other items approved for sale by City, at the assigned vending locations. Product pricing shall be as determined by the City. All items shall be priced in \$1 increments.
 - h. 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 10:30 pm each night.
 - i. 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 p.m. each night.
 - j. Comply with all statutes and regulations concerning the collection and payment of state sales taxes.
 - k. Promptly pay all suppliers, and indemnify the City from claims for payment by any of Vendor's suppliers.
 - l. 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. **No Service to Intoxicated Persons.** Vendor shall not serve any alcoholic beverages to any person that is intoxicated, disorderly or is behaving in a manner that is disruptive to the event or is unpleasant or unsafe to other attendees. Vendor shall immediately notify City staff or security personnel if Vendor determines that a person is intoxicated and will not be served, or if any attendee becomes disorderly.
4. **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.
5. **Compensation for Vendor's Services.** Vendor shall be paid 40% 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 25, 2017, and payment shall be made no later than October 13, 2017.
6. **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 of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

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

Kiwanis Club of Waukesha Early Risers, Wisconsin Inc.

(print name) _____
President
Date: _____

(print name) _____
Secretary