

**Beverage Service Contract
City of Waukesha – Park Foundation of Waukesha, Inc.
Carl Zach Classic Music Program**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and The Park Foundation of Waukesha, Inc., referred to herein as the Foundation. Together, the City and Foundation are referred to as the Parties.

Recitals

The City, by its Department of Parks, Recreation and Forestry, will conduct a live music program at the Les Paul Performance Center in Cutler Park during the Carl Zach Classic bicycle race, on Sunday, June 24, 2018, from approximately 2 pm until 7 pm, which is referred to herein as the Program. Food and beverages will be served at the Program, and the Foundation wishes to serve beverages, including alcoholic beverages, as a fund-raiser. The City is willing to allow the Foundation to do so, subject to certain terms and conditions.

Now, therefore, the City and the Foundation agree and contract as follows:

1. **Right to Serve Beverages.** The Foundation shall have the right to serve beverages at the Program. The Foundation may serve beer, wine, wine coolers, hard lemonade, soda and water. The Foundation may not serve intoxicating liquors, except for wine.
2. **City Obligations.** The City shall organize the Program, including marketing and promotion, booking of acts, provision of tables, tents, chairs, signage, electricity, recycling and trash receptacles, security and clean-up. City shall provide Foundation with access to electrical receptacles for any equipment reasonably required by Foundation in performing its services under this Contract.
3. **Foundation Obligations.** Foundation shall obtain and provide, at its sole expense, all items that are required for its provision of beverage service at the Program but are not provided by the City under section 2, including but not limited to all required licenses; beer, wine, wine cooler, soda and water inventory; cups, trays and straws; coolers; tappers; and ice. The Foundation shall provide adequate personnel to provide efficient service to patrons, and shall obtain the services of at least one licensed bartender, who will be on-site at all times to supervise all beverage sales. The Foundation will provide sufficient petty cash for cash purchases.
4. **Beverage Selection and Price.** The Foundation shall determine the beverages it will serve and prices for them, but it shall include non-alcoholic options as well as bottled water.
5. **Promotion Information.** The Foundation shall provide all information that it wishes for inclusion in marketing and promotion materials, including product and pricing information, to the City at least two weeks prior to the Program.
6. **Profits.** All profits generated by beverage sales shall belong to the Foundation.
7. **Compliance with Alcohol Beverage Laws.** The Foundation shall be solely responsible for compliance with all alcohol-beverage statutes and regulations, including but not limited to age verification and not serving to intoxicated persons.
8. **Indemnification.** The Foundation shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Foundation's provision of beverages at the Program, including but not limited to violations of alcohol-beverage laws, and including court costs and actual attorney fees.
9. **Insurance.** At all times during the Foundation's provision of beverages at the Program, and for a period of at least 90 days afterward, the Foundation shall maintain, at its sole expense, a policy of commercial general-

liability insurance, including an endorsement or separate policy providing liquor-liability coverage, naming the City as an additional insured, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Policies shall be occurrence, and not claims-made, policies and shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. The Foundation shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- 10. **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.
- 11. **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.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

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

The Park Foundation of Waukesha, Inc.

By (print name) _____
Title: _____
Date: _____

By (print name) _____
Title: _____
Date: _____