

Event Vendor Agreement
2025 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 Kiwanis Club of Waukesha Early Risers, Wisconsin Inc , 2007 Coldwater Creek Dr., 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 19, 2025, 5:00 to 10:00 pm and September 20, 2025, Noon to 10:00 pm, and is willing to allow the Vendor to participate as a vendor of Waukesha Oktoberfest promotional items such as t-shirts, koozies, pins, etc. 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. Provide sufficient numbers of volunteers and ensure that no fewer than 3 and no more than 8 persons will be working at the vending location assigned by the City between 4:00 pm and 10:00 pm on September 20, and between 11:00 a.m. and 10:00 pm on September 21. Vendor must remain on site until event closes at 10:00 pm.
 - b. Sell to attendees of the Oktoberfest promotional items such as t-shirts, koozies, pins, etc. as approved for sale by City, at the assigned vending location. Product pricing shall be as determined by the City.
 - c. Provide the City with an inventory of items sold during the event.
 - d. Accept only official event gift cards or credit cards utilizing City equipment in payment of all sales.
 - e. 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 10:30 p.m. each night.
 - f. Follow all direction and supervision of City employees.
2. **Vendor Additional Activities.** Vendor may engage in any of the following activities while performing its duties under this Agreement:
 - 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.
3. **Compensation for Vendor's Services.** Vendor shall be paid 15% of 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, 2025.
4. **City Obligations.** The City shall be responsible for purchase of promotional items such as t-shirts, koozies, pins, etc. for Vendor concessions; promotion and marketing of the Oktoberfest event; all gift card sales, sales

terminals; 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 Katie PanellaCity Clerk
Date:_____

Kiwanis Club of Waukesha Early Risers, Wisconsin Inc.

(print name)_____
Title:_____
Date:_____

(print name)_____
Title:_____
Date:_____