



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Parks, Recreation & Forestry Board	Meeting Date: November 17, 2025
ID Number:	Ordinance/Resolution Number (if applicable):
Department Submitting: Parks, Recreation & Forestry – Joanna Adamicki, Recreation Supervisor	Submission Date: November 6, 2025
Agenda Item Title: Review and possible action on the contract between the City of Waukesha and Sound Check Entertainment for the execution of GuitarTown Music Festival.	

Issue Before the Council: Parks, Recreation & Forestry would like to partner with Sound Check Entertainment to conduct the GuitarTown Music Festival, a free, day-long music festival honoring Les Paul and featuring a number of bands performing rock, pop, Americana, jazz, and folk music at the Les Paul Performance Center in Cutler Park.
Options & Alternatives: Alternatives include not entering into the partnership with Sound Check Entertainment to host the festival thus lessening the opportunities for free entertainment in the City.
Additional Details: The GuitarTown Music Festival plans to feature eight Wisconsin bands that perform original music on Saturday, June 13, 2026 from Noon until 8:00 p.m. with a rain date of Sunday, June 14, 2026. Sound Check Entertainment will set-up, manage, and tear-down the event; book, manage, and compensate the bands; as well as provide sound and production support; along with staff and volunteers to manage the event. They will work in conjunction with City staff on site. The City will manage and benefit from food and beverage concessions.



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What is the Strategic Plan Priority this item relates to:

Engaged Community

What impact will this item have on the Strategic Plan Priority?

B. Objective 5 – increasing residents’ connection and engagement with the community

Financial Remarks:

Revenues anticipated for the organizer to be realized from merchandise sales.
Revenues anticipated for the City to be realized from food and beverage sales.
Appropriate budget accounts to be utilized to facilitate this new event will be identified in conjunction with the Finance Dept.

Executive Recommendation:

Recommend approval of the contract between City of Waukesha and Sound Check Entertainment.

Suggested Motion:

Move to recommend approval of the contract between City of Waukesha and Sound Check Entertainment for the execution of the GuitarTown Music Festival and authorize the Mayor to enter into this contract.

Reviewed By:

Finance Director	Date Reviewed
City Attorney	Date Reviewed
City Administrator <i>Anthony Brown</i>	Date Reviewed 11/07/2025

Park Use Contract
City of Waukesha – Sound Check Entertainment, LLC

This Contract is by and between the City of Waukesha, Department of Parks, Recreation and Forestry, 1901 Aviation Drive, Waukesha, Wisconsin 53188, referred to herein as the City; and Sound Check Entertainment, LLC, a Wisconsin limited-liability company, 1535 South 84th Street, West Allis, Wisconsin 53214-4432, referred to herein as SCE. Together, the City and SCE are referred to herein as the Parties.

Recitals

SCE has proposed to conduct the “GuitarTown Music Festival,” referred to herein as the Festival, a day-long music festival honoring Les Paul and featuring a number of bands performing rock, pop, Americana, jazz, and folk music at the Les Paul Performance Center at Cutler Park in Waukesha.

The City is willing to allow SCE to conduct the Festival at Cutler Park, subject to the terms and conditions of this Contract.

Now, therefore, the Parties agree and contract as follows:

1. **Permission for Use.** SCE shall submit to the City no later than 90 days before the date of the Festival a complete Public Special Event Application, available at [Public Events Handbook - November 2023.pdf](#). Upon approval of the application, the City shall issue a Special Event Permit to SCE and SCE shall have permission to use Cutler Park and the Les Paul Performance Center and its sound system for the Festival on the date approved by the City.
2. **Date, Time, Set-Up and Tear-Down.** The Festival shall be held on June 13, 2026, with a rain date of June 14, 2026. SCE shall have the use of Cutler Park and the Les Paul Performance Center the entire day of the Festival. The Festival shall take place from noon to 8 p.m. Set-up and tear-down shall take place entirely on the day of the Festival, and no items may be left in Cutler Park overnight.
3. **Cancellation or Postponement Due to Weather, Rescheduling.** The City shall have sole discretion to postpone or cancel the Festival due to weather conditions. The City shall make a good-faith effort to re-schedule to the rain date, but rescheduling shall be subject to availability and conflicts, in the City’s sole discretion.
4. **Cancellation by SCE.** The Parties acknowledge that the Festival is a new venture for SCE and planning and funding is uncertain at the time of this Contract. If it becomes necessary for SCE to cancel the Festival due to finding or organizational issues, it shall give notice to the City no later than March 13, 2026.
5. **Cancellation by City.** The City may cancel or terminate the Festival for SCE’s substantial breach of this Contract or violation of the terms of the park use permit, the Public Events Handbook, or the Municipal Code, that remains uncorrected after notice to SCE and reasonable opportunity for correction.
6. **Compliance with Code and Regulations.** SCE shall comply with all requirements of Waukesha Municipal Code §8.115 and the Department of Parks, Recreation, and Forestry Public Special Events Handbook, except as specifically provided otherwise in this Contract, at SCE’s sole expense. The Public Special Events Handbook is incorporated into this Contract by reference.
7. **Fees.** Pursuant to Waukesha Municipal Code §8.115(7), the City waives all fees for the use of Cutler Park and the Les Paul Performance Center for the Festival, including fees for electricity use; except the City does not waive any fees or cost reimbursement resulting from SCE’s violations of the terms of this Contract, the park use permit, the Public Events Handbook, or the Municipal Code.

8. **Attendance Estimates and Security Plan.** Along with the Public Special Event Application, SCE shall provide the City with estimates of hourly attendance at the Festival and an estimate of the total all-day attendance, and a security plan detailing all plans for crowd control, traffic direction, and public safety. The costs of implementing the security plan shall be solely the responsibility of SCE. The security plan shall be reviewed by the Police Department for adequacy in the Police Department's sole discretion. If the Police Department finds SCE's security plan inadequate, revisions will be required at SCE's sole expense. If SCE fails to comply with the Police Department's security plan requirements by no later than 30 days before the date of the Festival, permission to use Cutler Park and the Les Paul Performance Center shall be revoked.
9. **Festival Layout.** Along with the Public Special Event Application, SCE shall provide the City with a proposed layout of the Festival and all displays, booths, and other stationary objects. The layout will be subject to City amendment and approval, which shall not be withheld unreasonably. SCE acknowledges that Cutler Park contains a number of Native American mounds, and that Festival participants may not enter onto them.
10. **Management of the Festival.** SCE shall be solely responsible, at its sole expense, for the planning and execution of the Festival, including, but not limited to, booking performers; providing sound reinforcement and lighting equipment; engaging vendors and displays; collection of fees; payment of all performers, vendors, and suppliers; and all other matters related to the Festival except those responsibilities expressly assumed by the City or provided otherwise in this Contract. SCE shall have exclusive creative control of the content of the Festival, and shall ensure that all content is family-friendly with no obscenity or lewd behavior.
11. **Attendance and Participation Fees.** The Festival shall be open to the public, and SCE shall not charge fees for the public to attend the Festival. SCE may charge participation fees to performers, merchandise vendors, sponsors, and parties with displays, and may retain all such fees collected. SCE shall not charge a participation fee to food and beverage vendors engaged by the City.
12. **Merchandise Sales.** SCE may conduct merchandise sales at the Festival. City waives the sales fee requirement, and will not collect any part of merchandise sales revenues, except for food and beverage sales.
13. **City Direction and Control.** The City shall at all times have the authority to direct crowd control, traffic control, the locations of any Festival participants, and any other direction reasonably required in the City's discretion for the health, safety, or welfare of participants, attendees, and the general public. SCE and its participants shall follow all such directions given by the City.
14. **Promotion and Marketing.** SCE shall be responsible at its sole expense for marketing and promotion of the Festival, however, the City shall include the Festival in the Parks, Recreation and Forestry Department's Summer Activity Guide, social media, and all other regular Department publicity outlets. The City grants SCE permission to use the City's logo in its promotional and marketing materials for the Festival, however, all such materials shall be subject to prior review and approval by the City.
15. **City Responsibilities.**
 - a. The City will provide garbage and recyclables containers, collection and disposal.
 - b. The City will provide staff on-site during the Festival for troubleshooting, concessions management, and waste collection management.
 - c. The City will arrange food and beverage vendors to be present during the Festival. The City may collect a percentage of the vendors' sales, and SCE shall not receive any part of the sales.

16. **Insurance and Indemnification.** SCE shall execute and deliver to the City the Indemnification and Reimbursement Agreement included in the Public Special Events Handbook, and comply with the insurance requirements stated in the Handbook. Policy limits for general liability shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
17. **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.
18. **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.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Katie Panella, City Clerk

Date: _____

Sound Check Entertainment, LLC

By Michael Grassman, Managing Member

Date: _____