

Drone Light Show Contract
City of Waukesha – BCI Entertainment, LLC
Oktoberfest 2025

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and BCI Entertainment, LLC, 8425 State Highway 38, Caledonia, Wisconsin 53108, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City desires drone light shows during its 2025 Oktoberfest event, and has determined that Contractor is qualified to perform the shows. Contractor is willing to perform the drone light shows.

Therefore, the City and Contractor agree and contract as follows:

1. Contractor Obligations.

- a. **Drone Light Shows.** Contractor will create and perform drone light shows, referred to herein as the Shows, at Frame Park in Waukesha. The two Shows will be Oktoberfest-themed and will fly on two nights, September 19 and 20, 2025. The Shows will be 15 minutes in length. The Shows will commence at 9 pm. Contractor will collaborate with the City to create both Shows and ensure their content and themes best represent each event, and the Shows' design and content shall be subject to approval by the City. After approval, descriptions of the shows shall be attached to and incorporated into this Contract.
- b. **Personnel and Equipment.** Contractor shall provide all necessary personnel and equipment required to perform the Shows. All personnel shall be adequately trained and certified as required for the safe performance of all of Contractor's obligations under this Contract, including all required FAA licensing for UAV operation.
- c. **Compliance with Law.** Contractor represents that it is fully licensed and certified in compliance with all applicable laws for the performance of its obligations under this Contract. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and rules. Contractor shall obtain, at its sole expense, all necessary permits.
- d. **Safety.** Contractor shall take every precaution and use such judgment as is reasonable, accepted and customary in the drone light show industry, and shall take every step reasonably required to make the Shows as safe for its personnel, the City, and all spectators as possible.

2. City Obligations.

- a. **Fee.** Contractor shall perform the Shows without a fee paid by the City, in consideration of the cancellation of a show to have been performed at the City's Janboree event in January, 2025. Contractor acknowledges and agrees that this consideration is adequate and sufficient to support this Contract as a binding obligation.
- b. **Staging Area.** The City shall provide a designated staging area for Contractor to stage and perform the Shows. The Contractor acknowledges that it has viewed the designated staging area and that it is of adequate size and configuration for it to perform this Contract fully. City shall be responsible for marking and cordoning the staging area, and for preventing unauthorized persons from accessing the staging area.
- c. **Traffic and Crowd Control.** The City shall make arrangements with the Waukesha Police Department for the provision of police and auxiliary personnel sufficient to handle reasonably-anticipated vehicle and pedestrian traffic in and around the Show area, and to assist Contractor in providing security for the Contractor's staging area, to the extent that personnel availability allows.
- d. **Emergency Services.** City shall provide fire and emergency medical personnel and equipment sufficient to handle reasonably-anticipated needs for the Shows.

- e. **Music Performance Licenses.** City shall be responsible for having ASCAP, BMI, and SESAC licenses as required for performance or playback of music at all Shows.
3. **Cancellation and Adjustment of Fees.** The Parties acknowledge that the performance of the Shows is outdoor and subject to uncertain weather conditions. If weather conditions do not allow performance, determined in Contractor's sole discretion, then the Parties shall re-schedule the Shows to another date in the same calendar year as the original performance, if schedules allow. If re-scheduling is not possible, or if weather conditions prevent re-scheduled performances from taking place, then those performances shall be cancelled.
4. **Indemnification.** Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this Contract, specifically including, but not limited to, liabilities for property damage, personal injury or death, court costs and attorney fees, and liabilities arising from failure to hold appropriate licenses for operation of drones.
5. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the performance of its obligations under this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
- a. Commercial general liability, \$2,000,000 per occurrence, \$4,000,000 aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
6. **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.
7. **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.
8. **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.
9. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
10. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
11. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will 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 Linda Gourdoux, City Clerk
Date: _____

To certify that funds are provided for payment:

Joseph P. Ciarro, Director of Finance
Date: _____

BCI Entertainment, LLC

Nathan Godrey Sales Lead
Date: _____