

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-WCFA2017-2022

1 RENTAL AGREEMENT entered into this ____ day of _____, 20__ by and between **Winnebago**
2 **County Fair Association, c/o Tom Egan, 3017 State Road 116, Omro, WI 54963, Ph.# (920) 685-2052**
3 (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St.,
4 Oshkosh, Wisconsin 54903 (hereinafter referred to as "**LESSOR**").

5 **LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained,
6 agree as follows:

7 1. **PREMISES**. **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this
8 Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the**
9 **Exposition Building- Center Hall, West Wing, South Wing, and Kitchen, Ticket Box Office, Barns A, B,**
10 **C, D, and E, Barn A-Addition and Overhang, Food Court, Covered Arena, Registration Office-Covered**
11 **Arena, Support Room-Covered Arena, Announcer Stand-Covered Arena, Outdoor Arena,**
12 **Toilet/Shower Buildings A and B, Grandstands A and B, Grandstand Concession Stand, Grandstand**
13 **Restrooms A and B, Grandstand Announcer Booth, Grandstand Racetrack, Grandstand Pit Pole**
14 **Building West Office and Garage Areas, All Parking and Camping Areas, 4H Garage, and Milk House.**
15 **Upon annual written request of the LESSEE, and at LESSOR'S discretion, specified portions of the**
16 **Community Park may be made available for use. Rental shall not include Maintenance Garage, BMX,**
17 **or Kids Kart Club Areas** (hereinafter referred to as the "**PREMISES**").

18 2. **TERM**. The term of this Rental Agreement shall be **6** years and shall commence on each
19 of the following dates:

20 **July 25, 2017 at 8:00 A.M. and shall terminate on August 9, 2017 at 11:00 P.M..**

21 **July 31, 2018 at 8:00 A.M. and shall terminate on August 15, 2018 at 11:00 P.M..**

22 **July 30, 2019 at 8:00 A.M. and shall terminate on August 14, 2019 at 11:00 P.M..**

23 **July 28, 2020 at 8:00 A.M. and shall terminate on August 12, 2020 at 11:00 P.M..**

24 **July 27, 2021 at 8:00 A.M. and shall terminate on August 11, 2021 at 11:00 P.M..**

25 **July 26, 2022 at 8:00 A.M. and shall terminate on August 10, 2022 at 11:00 P.M..**

26 3. **CONSIDERATION.** LESSEE shall pay to LESSOR the sum of \$1.00 and such other
27 consideration as is referred to in this Agreement and as may be appropriate for the leasing of the PREMISES
28 pursuant to the terms of this Agreement.

29 4. **PARKING.** LESSEE shall have the right to use the parking facilities located: **in parking**
30 **lots 1, 2, 3, 4, 5, 6, 7 & 11** as indicated on attached Exhibit "D". Parking is not allowed along roadways
31 posted as such, nor in the manure pit or in designated fire lanes. Violators shall be susceptible to citations
32 from the Oshkosh Police Department. **Campers and trailers shall remain within the double yellow line**
33 **on the east side of parking lot#1 when using the camping area south of the food court.**

34 5. **VENDOR, EXHIBITOR, AND SPECTATOR CAMPING.**

35 A. LESSEE shall have the right to set-up participant, spectator, and vendor camping facilities in
36 designated areas of the PREMISES: See Exhibit "D".

37 B. LESSEE shall arrange the camping facility in a well designed fashion so as to provide no
38 more than 230 camping sites with a minimum 20' x 30' to maximum 20' x 40' size per site.

39 C. LESSEE shall provide a series of 12' wide corridors spaced throughout the camping facility
40 so as to provide unobstructed routes of ingress and egress.

41 D. Camping will be restricted to one RV unit per site and/or one steering wheel per site.

42 E. No more than ten (10) persons allowed per site.

43 F. Persons under 18 years of age must be accompanied by a parent, or guardian.

44 G. No solicitation allowed at camp facilities.

45 H. Security facilities will be provided twenty-four (24) hours per day throughout the event. A
46 minimum of 2 (two) security personnel will be specifically assigned to patrol areas of the Expo
47 grounds each of the event nights from 11:00 p.m. to 6:00 a.m..

48 I. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit campfires
49 shall be prohibited in these areas.

50 6. **USE.** LESSEE shall use the **PREMISES** for the purpose of **conducting The Winnebago**
51 **County Fair.** LESSEE shall not use the **PREMISES** for any purpose other than as stated herein. LESSEE
52 shall comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, **ADA**
53 **regulations, NED NFPA 70E Arc Flash Standards** and all Expo Policies enacted by Administrative Directive in
54 the use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In
55 addition, LESSEE shall abide by and conform with all rules and regulations adopted or prescribed from time
56 to time by the LESSOR for the **PREMISES**. LESSEE shall indemnify and hold LESSOR harmless for any
57 violation by LESSEE of any law, rule, regulation, or ordinance while using the **PREMISES**.

58 7. **NOISE CONTROL AND CURFEW.** LESSEE agrees that there shall be no running of
59 an organized motor sports event or excessive noise from racing vehicles, or concert music on the
60 **PREMISES** later than **11:00 p.m.** unless variance is granted with an Event Permit issued by the City of
61 Oshkosh. LESSEE shall comply with any reasonable rules and regulations as LESSOR and/or the City of
62 Oshkosh may impose from time to time. LESSEE shall provide proof of any Event Permits issued by the
63 City of Oshkosh no later than thirty (30) days prior to County Fair entry day.

64 8. **MAINTENANCE and OPERATION.** During the term of this agreement:

65 A. LESSEE shall, at its own expense and at all times during the term of this agreement keep
66 the **PREMISES**, including parking areas, clean and well-maintained. LESSEE shall not injure, nor or
67 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
68 permit others to drive nails, hooks, tacks or screws into any part of any building demised hereunder.
69 LESSEE shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,
70 glass or table surface. LESSEE shall make no alterations of any kind to the **PREMISES**, **including**
71 **portable stalls housed in Barns C and D.**

72 B. LESSEE shall not do or permit to be done anything in or upon any portion of the **PREMISES**
73 or bring or keep anything therein or thereupon which shall in any way conflict with the conditions of
74 any insurance policy upon the building or any part thereof or in any way increase any rate of
75 insurance upon the buildings and/or grounds or on property kept therein.

76 C. **LESSEE** shall not, without written consent of the **LESSOR**, use any alternate means of
77 illuminating the **PREMISES** other than those derived from the use of gasoline or diesel powered
78 generators.

79 D. **LESSEE** shall confine the off-loading of equipment and materials **within the Exposition**
80 **Building** to the area within the yellow-striped floor markings located inside the Center Hall **and West**
81 **Wing** overhead door entranceways.

82 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
83 showbills, lithographs, posters or cards of any description inside or in front of or on any part of the
84 buildings, **except upon the grandstand or the regular billboards provided by the LESSOR** therefore,
85 and then only such as relates to the performance or exhibition to be given on the **PREMISES**.
86 **LESSEE** shall take down and remove forthwith all signs, advertisements, showbills, lithographs,
87 posters or cards of any description objected to by the **LESSOR'S** Manager. All signs,
88 advertisements, showbills, lithographs, posters or cards permitted by **LESSOR** shall be removed on
89 or before the final day of the **current annual** lease term.

90 F. **LESSEE** shall be allowed to install a non-lighted single 4' x 8' sign on the 4' high fence
91 located on the west side of the Expo main entrance and a non-lighted single 4' x 8' sign on the 4'
92 high fence located on Highway 76. Said signs shall be for purposes of advertising the **LESSEE'S**
93 organization and event. Installation shall be allowed no earlier than thirty (30) days prior to County
94 Fair entry day and removal must take place on or before the final day of the **current annual** lease
95 term.

96 G. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
97 freely move about the **PREMISES** and the decision of the **LESSOR** in this respect shall be final.
98 **LESSEE** will permit no chair or movable seat to be or remain in a passageway and shall keep
99 passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, halls and
100 stairways or access to public utilities or said buildings shall be obstructed by the **LESSEE** or used for
101 any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at all times conform to

102 City of Oshkosh Fire Department regulations relating to aisle widths and exit door accessibility.
103 **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors, skylights, stairways
104 or openings that reflect or admit light into any place in buildings, and house lighting attachments shall
105 not be covered or obstructed by the **LESSEE**. The utility closets or other water apparatus shall not
106 be used for any other purpose than that for which they were constructed, and no sweepings, rubbish,
107 rags, papers or other substances shall be thrown therein. The **LESSEE** shall pay for any damage
108 resulting to them from misuse of any nature or character what-so-ever.

109 H. **LESSEE** shall correctly fill or cause to be filled, at **LESSEE'S** expense, all tent stake, and/or
110 fence post holes driven into the asphalt or any other surfaces within the **PREMISES** before the last
111 post-fair clean up day.

112 I. **LESSEE** shall be responsible for the removal of all mud, debris and animal waste that
113 may accumulate on Sunnyview Exposition Center roadways and buildings during the event.
114 Removal of mud, debris and animal waste shall be considered a part of the post event clean-up
115 process.

116 J. **LESSEE** shall be responsible for pick up and removal of any and all event trash, mud, or
117 dirt left on the Sunnyview Exposition Center grounds promptly after event. If **LESSEE** fails to
118 remove said debris prior to last post-fair clean up day following the conclusion of the event,
119 **LESSOR** shall have the right to complete clean up operations and bill the **LESSEE** the full cost of
120 removal. The **LESSEE** shall pay said bill to the **LESSOR** within ten (10) business days of receipt
121 of the bill.

122 K. It is stipulated by the parties that the performance by the **LESSEE** of its obligation with
123 respect to the trash, mud/dirt debris pick up, and cleaning of the **PREMISES**, shall be to the
124 satisfaction of the **LESSOR**.

125 L. **LESSEE** shall provide for thorough cleaning of all areas of the **PREMISES**. These sites
126 shall include, but are not limited to all restrooms, the main Exposition building, all barns, the
127 Covered Arena, food court, both grandstands (on top and underneath), and all other leased

128 buildings and grounds. **LESSEE** shall be required to clean up and remove all event related
129 materials and equipment located east of Expo Drive within two (2) days following the conclusion of
130 the event. All remaining clean up activities shall be completed within three (3) days following the
131 conclusion of the event.

132 M. With just cause for safety or sanitary concerns, **LESSOR** may, at its discretion, shutdown
133 or restrict use of various support facilities within the **PREMISES**. **LESSEE** shall be obligated to
134 honor and enforce any such shutdown or restricted use. **LESSOR** shall not be liable for
135 compensation of any kind to the **LESSEE** for such shutdown or restricted use.

136 N. **Smoking is not allowed inside any building within the boundaries of the exposition**
137 **center.**

138 O. No helium balloons with attached strings are allowed in any part of the Expo Building at any
139 time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or
140 balloon strings shall be paid for by the **LESSEE**.

141 P. **LESSEE** shall announce the location of fire exits ten (10) minutes before the start of each
142 program whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety
143 Plan and Fire Evacuation Plan.

144 Q. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has
145 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to
146 music performed on the **PREMISES** and covering the **EVENT** hereunder.

147 R. **LESSEE** shall not visually block or in any way hinder spectator access to potable water
148 sources placed on the **PREMISES**.

149 S. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**
150 in the same condition as at the commencement of the term, ordinary wear and tear excepted. Any
151 damages incurred during **LESSEE'S** occupation of the grounds shall be repaired to **LESSOR'S**
152 specifications. Damages left unrepaired by **LESSEE** shall be repaired by **LESSOR**. **LESSOR** shall
153 in turn invoice **LESSEE** for repair of said damages, payment of which is due thirty (30) days after

154 receipt of invoice by **LESSEE**.

155 T. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the
156 **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger flight
157 attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or
158 from using aircraft for demonstration, display or transport purposes.

159 9. **VENDOR OPERATIONS**

160 A. After applying for and receiving any and all necessary permits and licenses, **LESSEE**
161 shall be allowed to set up and operate beverage and concession operations on the **PREMISES**.
162 **LESSEE** shall be responsible for insuring the acquisition of all necessary permits and licenses
163 from individual vendors. Sale of alcoholic beverages shall be limited to those items permitted for
164 a Class B beverage license as issued by the City of Oshkosh.

165 B. **LESSEE** shall be limited to the sale of concession foods, and beverage items (including
166 beer) along with various promotional and novelty products typically sold at county fairs.

167 C. **All vendors shall be required to dispose of used grease, gray water and black water**
168 **in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be**
169 **expelled from the PREMISES and the Winnebago County Health Department shall issue a**
170 **citation to the LESSEE. .**

171 D. No glass beverage containers shall be allowed to be present on the **PREMISES**.

172 E. **LESSEE** shall be permitted to prohibit the admittance of "carry-in" food and beverage
173 items onto the **PREMISES**.

174 F. **No less than thirty (30) days prior to County Fair entry day, LESSEE shall furnish to**
175 **the Winnebago County Insurance Administrator a complete list of its vendors participating in**
176 **the current annual County Fair.**

177 1. For those vendors on the aforementioned list which are additional insureds under
178 **LESSEE'S** insurance coverage, **LESSEE** shall furnish or cause to be furnished a
179 Certificate of Insurance to the Winnebago County Insurance Administrator no less

180 than thirty (30) days prior to County Fair entry day.

181 2. As to all other vendors on the aforementioned list, **LESSEE** shall furnish or cause to
182 be furnished any such Vendor's Certificate of Insurance to the Winnebago County
183 Insurance Administrator no less than thirty (30) days prior to County Fair entry day.

184 F. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned
185 concessions from the City of Oshkosh/Winnebago County and **provide proof of such permits to**
186 **the LESSOR no less than thirty (30) days prior to County Fair entry day.**

187 G. **LESSEE shall not post "Out of Order" notices, unplug or prohibit from access to**
188 **vendor, any vending machines on the PREMISES unless permission to do so has been**
189 **granted by the LESSOR. Said machines are under the control of LESSOR and shall not be**
190 **tampered with.**

191 10. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with
192 **Exhibit "A"** and shall provide proof of such insurance **30** days prior to the event taking place. The
193 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
194 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
195 herein.

196 11. **UTILITIES AND ELECTRICAL CONNECTIONS.**

197 A. **LESSEE** shall be responsible for payment of all charges for electrical, gas, water, **storm**
198 **water**, sewer and telephone, including special hook-ups and services relating thereto, and motor
199 vehicle fuel use which occurs during its use and occupancy of the leased **PREMISES**, including the
200 office space referred to in Sec. 15.L of this Agreement.

201 B. **LESSOR** shall determine charges for sewer, water, gas and electric by computing the actual
202 usage during the annual lease term of the agreement. **Storm water charges shall be determined by**
203 **multiplying the number of days of use by the price per ERU unit as per the City of Oshkosh water**
204 **utility.**

205 C. Charges for motor fuel shall be based on actual usage recorded on fuel use logs and the per

206 gallon price in effect at that time.

207 1. **LESSEE** shall use fuel pumps located at the Parks Shop between the hours of 7:00
208 a.m. and 3:00 p.m., Monday through Friday. On the weekend **LESSEE** shall use
209 the fuel pumps at the Parks Shop only when a Parks Department employee is on
210 site.

211 D. **LESSEE** agrees to give prior notice to **LESSOR** of any modifications in electrical service
212 that involve the **PREMISES** not less than five (5) days prior to County Fair entry day. Said
213 modifications shall be performed by the County Electrician after **written** permission from the Parks
214 Director is granted.

215 E. All electrical hook-ups or connections into County owned receptacles must be made by a
216 licensed electrician **contracted by LESSEE**. All electrical hook-ups or connections shall conform to
217 the latest version of the national electrical code and the building code/electrical code of the City of
218 Oshkosh. **LESSOR** reserves the right to question any electrical connection or modification and shall
219 have the right to demand an inspection be made by a qualified inspector prior to the connection
220 being activated. Alterations made to existing electrical services shall be returned to their prefair
221 status by a licensed electrician **contracted by LESSEE** unless requested by **LESSOR** to remain in
222 place. All costs of said hook ups and alterations shall be borne by **LESSEE**.

223 12. **DIGGER'S HOTLINE**

224 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
225 agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 - **PREMISES**) if
226 **LESSEE**, its vendors, agents, servants or employees shall be inserting into the ground tent stakes,
227 posts, poles, or other below grade appurtenances. Failure of **LESSEE** to locate utility lines shall
228 obligate **LESSEE** to repair or replace any damaged utility line at **LESSEE'S** sole expense and to
229 reimburse **LESSOR** for any lost revenue or damages of any kind.

230 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on
231 the **PREMISIS** to accommodate tent or fence posts or supports. Said holes shall be filled to

232 **LESSOR'S** satisfaction via **LESSOR** approved method within three (3) working days following the
233 final event day. Holes left unfilled after the aforementioned deadline shall be filled by **LESSOR** at
234 **LESSEE'S** expense.

235 13. **INDEMNIFICATION.**

236 A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or
237 **LESSEES'** agents, servants, employees or property, from any cause, prior, during or subsequent to
238 the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or
239 liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any
240 other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily
241 injury to or death of any person, or by reason of any damage to property of third persons occasioned
242 by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents,
243 representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said
244 **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests
245 (including claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall
246 indemnify, hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim,
247 loss, demand or liability arising out of any bodily injury or property damage as described herein,
248 provided that **LESSEE** shall not be responsible for any injury or damages resulting solely from the
249 negligence of the **LESSOR**.

250 B. **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR**
251 as a result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect
252 or wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests,
253 employees, invites, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the
254 activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of
255 **LESSEE** or of any contractor or subcontractor), or as a result of **LESSEE** holding over upon the
256 leased **PREMISES**. Said costs shall include any attorney's fees and costs incurred by **LESSOR** in
257 association with the litigation of such matter.

258 14. **MISCELLANEOUS.**

259 A. **Rules.** LESSEE acknowledges that it has read, understood and accepts all rules and
260 regulations of the LESSOR with respect to the PREMISES.

261 B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the
262 respective parties, their successors and assigns, heirs and personal representatives, except as
263 otherwise expressly provided herein.

264 C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an
265 agreement in writing, and signed by the party against whom enforcement of any waiver, change,
266 modification or discharge is sought.

267 D. **Applicable Law.** The parties agree that this Agreement shall be construed pursuant to and
268 in accordance with the laws of the State of Wisconsin.

269 E. The LESSOR does not guarantee any revenues to LESSEE pursuant to this agreement,
270 and shall not be liable for payment to LESSEE for any revenues, either real or perceived, not
271 obtained by LESSEE due to inclement weather, traffic conditions, subcontractor or vendor
272 cancellation, or any other circumstance occurring during LESSEE'S occupation of the PREMISES.

273 F. Inclement weather shall not negate LESSEE'S duty to pay LESSOR pursuant to this
274 Agreement or entitle LESSEE to a rebate from LESSOR.

275 15. **ADDITIONAL PROVISIONS.**

276 A. LESSEE shall provide an adequate number of Dumpsters for refuse that shall be emptied
277 daily by LESSEE. Dumpster rental and charges for the same are the sole responsibility of LESSEE.
278 Said services shall be provided by the Winnebago County Solid Waste Department.

279 B. LESSEE shall provide for all trash disposal and recycling of recyclable materials produced
280 on the PREMISES as a result of the event. LESSEE shall arrange for Dumpsters to be emptied
281 prior to the last post-fair clean up day and have all said materials hauled to the Winnebago County
282 Solid Waste Landfill. Alternative methods of livestock waste removal shall be permitted with
283 permission from Expo Manager.

284 C. **LESSEE** shall establish on the **PREMISES** a reliable means of weather monitoring which
285 shall be capable of receiving up-to-the-moment information pertaining to threatening weather
286 conditions and related advisories. Such means for weather monitoring shall be in place and
287 activated during the course of the entire event.

288 D. **LESSEE** shall be prepared to implement comprehensive action plan(s) capable of
289 addressing various threats to spectator and participant safety at any time during the event.
290 Plan(s) shall include, but not be limited to, the following issues: warning and appropriate response
291 to emergency weather conditions; traffic accidents affecting access points into and out of the
292 Sunnyview Exposition Center; and, deviations in normal crowd behavior (i.e. spectator rowdiness,
293 etc.). Said plan(s) shall be in writing and be reviewed, a minimum of sixty (60) days prior to
294 County Fair entry day or June 1st of each calendar year by the Winnebago County
295 Emergency Government Director. **LESSEE** shall be obligated to make the recommended
296 changes and **LESSOR'S** judgement in this issue shall be final.

297 E. **LESSEE** shall provide rental toilets in adequate numbers so as to have ample toilet facilities
298 for the maximum anticipated attendance on the **PREMISES**. The number shall be based on 2
299 toilets/300 persons (unisex) with 1 unit ADA accessible per 250 persons.

300 F. **LESSEE** shall not allow the event or any part of the event to take place in, or intrude into,
301 any area of the Sunnyview Exposition Center that is outside of the boundary for the event shown on
302 Exhibit "D". **LESSEE** shall define the event boundaries by the use of barricades, barrier tape,
303 construction fence, snow fence or the like. Any cost resulting from the acquisition, installation and
304 removal of the barricades, barrier tape, construction fence, snow fence or the like shall be the sole
305 responsibility of **LESSEE**.

306 G. **LESSEE** shall have permission to utilize gasoline or liquid propane powered generators for
307 electrical power during the term of the event.

308 H. **LESSEE** shall provide **LESSOR** a plan for event security utilizing off-duty and/or auxiliary
309 police in addition to any private security hired by **LESSEE**. Said plan shall include, but not be limited

310 to, information on the numbers and types of security personnel available on the grounds each day,
311 how they are to be allocated, how peak ingress and egress situations will be handled, policing of
312 locations selling intoxicating beverages, medical personnel available, and any other information
313 which will enhance LESSOR'S ability to review the plan. Said plan shall be available to LESSOR
314 for review no later than sixty (60) days before County Fair entry day. If in the judgement of
315 LESSOR changes in the security plan are required, LESSEE shall be obligated to make the
316 recommended changes and LESSOR'S judgement in this issue shall be final.

317 I. **Camping.** Camping for vendors, event staff and participants on PREMISES shall be
318 allowed only in designated areas. Electrical and water hook ups must be from approved
319 outlets (see Exhibits "D" and "E").

320 J. Public address and sound systems other than Exposition Center public address system, and
321 Grandstand portable system, shall be the sole responsibility of LESSEE. LESSEE shall be liable for
322 all charges incurred in rental and set-up/take down of these public address and sound systems.
323 LESSEE shall be required to page patrons on the grounds in the event of an emergency. LESSOR
324 shall install portable PA system in the Grandstand for use by LESSEE prior to event opening.
325 LESSEE shall meet with LESSOR to insure placement, volume, and general instructions on use of
326 the system are provided.

327 K. LESSEE shall provide at its own cost and expense, a local business office and agent to
328 manage promotion of the event and serve as a contact for all information related to the event. The
329 telephone number for the business office shall be actively publicized as the number to call for all
330 event information.

331 L. LESSOR shall furnish LESSEE with temporary office space inside the ticket box office of
332 the main Exposition Building from on or about July 10 of each calendar year to on or about the fourth
333 day after the last scheduled day of the County Fair. Use of ticket box office as temporary office
334 space during this time shall be confirmed with Parks Director no later than February 1st of each
335 calendar year.

336 M. **LESSEE** shall provide the following on the **PREMISES** during the term of this rental
337 agreement:

- 338 (1) Lost and found facility.
- 339 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:
 - 340 (a) UPS and other deliveries.
 - 341 (b) Vendor concerns and set-up.
 - 342 (c) Carnival personnel and set-up.
- 343 (3) A headquarters furnished with **computer access**, FAX machine, copier, and
344 telephones for incoming and outgoing calls with the number(s) published so public inquiries
345 are handled by **LESSEE'S** staff. These same items in the Parks Department offices will not
346 be made available for use by **LESSEE**.

347 N. **LESSEE shall provide LESSOR with the following information a minimum of sixty (60)**
348 **days prior to the event:**

- 349 (1) Camping area location(s), rates, telephone number to call for reservations, the
350 telephone number of the campground(s) (if applicable) and the number of sites at each
351 location.
- 352 (2) A schedule of events taking place during the County Fair and the time they are to
353 take place. This shall be updated as often as necessary to remain current.
- 354 (3) Charges for all events, to include ticket charges and purchase options, package
355 deals, and parking fees.
- 356 (4) A reproducible layout map of the event site, no larger than 8 1/2" x 14".

357 O. **LESSEE** shall provide within the **PREMISES** a clearly marked and easily visible first aid tent,
358 building, or trailer staffed by qualified, certified, medical personnel, for each day of the County Fair
359 from gate opening to closing time.

360 P. **In order to facilitate the preparedness of area emergency response teams, LESSEE**
361 **shall provide the Chief of the Oshkosh Fire Department with an overview of all emergency**

362 response plans and resources being utilized during the fair event. Said communication shall
363 be completed no later than thirty (30) days prior to County Fair entry day.

364 Q. **LESSEE** shall provide to the **LESSOR**, the name and associated contact numbers of an
365 individual who will act as **LESSEE'S** sole representative for conveying all of **LESSEE'S** facility
366 related issues and needs that are to be addressed before, during and after the fair. Said
367 representative shall work directly with the **Program Manager and Expo Maintenance Supervisor** in
368 efforts to resolve facility related issues and need.

369 R. All site related alterations shall be done by Parks Department employees using Winnebago
370 County equipment. **LESSEE** shall not use Winnebago County equipment for site alterations. In
371 case of emergency, Winnebago County equipment may be used by a qualified representative of
372 **LESSEE** with written permission from the Parks Director and following training by Parks Department
373 personnel.

374 S. **LESSEE** shall allow reasonable access to parking, ingress and egress for participants and
375 patrons of the grandstand facility for any event scheduled by the racetrack promoter during the first
376 four (4) set up days of each lease term.

377 T. **LESSEE** shall ensure that all gray water and black water from camping units on the
378 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water
379 onto the **PREMISES** shall result in a citation from the Winnebago County Department to the
380 **LESSEE.**

381 U. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper
382 receptacles placed on the **PREMISES** for this purpose. **No firewood may be brought onto the**
383 **grounds from further away than 20 miles per WDNR.** Any firewood brought onto the **PREMISES**
384 must be completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of
385 the event.

386 V. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack
387 area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall

388 result in a citation from the Winnebago County Health Department or the Wisconsin Department of
389 Natural Resources to the LESSEE.

390 16. **DISCRIMINATION.** During the term of this agreement the **LESSEE** agrees not to
391 discriminate against any person, whether a recipient of services (actual or potential), an employee, a guest,
392 or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural
393 differences, sexual preference or marital status.

394 17. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** at any time
395 during any event to inspect, repair and/or maintain the building(s) and/or grounds.

396 18. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television,
397 placards or other advertising media shall identify this area as the SUNNYVIEW EXPOSITION CENTER,
398 located on County Road Y, 1/2 mile east of the intersection of Highway 76 and County Road Y.

399 19. **NAMING RIGHTS/SPONSORSHIP**

400 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the
401 **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional
402 and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or
403 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete
404 change within 365 days of notification by **LESSOR** at **LESSEE'S** expense.

405 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of
406 certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by
407 the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written
408 notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of
409 concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

410 C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for
411 purposes of selling or displaying concessions or merchandise. Said merchandise shall be pre-
412 approved via Sponsorship Agreement between Sponsor and **LESSOR**.

413 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along

414 the south east corner of the Center Hall for purposes of selling and or displaying pre-approved
415 merchandise, with the exception of events not open to the public and those events deemed Private
416 on the official expo calendar.

417 E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area
418 located within the south west corner of parking lot #4 for selling and or displaying pre-approved
419 merchandise during events taking place within the Covered Arena. A mutually agreeable alternate
420 area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of
421 Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

422 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
423 merchandise during events within the Sunnyview Exposition Center grounds that take place in
424 other areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by
425 Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior
426 to the scheduled event.

427 20. **LESSEE LEGAL STATUS.**

428 A. **LESSEE** warrants that it has complied with all necessary requirements to do business in the
429 State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so,
430 and, if a corporation, that the name and address of **LESSEE'S** registered agent is as set forth
431 opposite the heading **REGISTERED AGENT** on the last page of this agreement. **LESSEE** shall
432 notify **LESSOR** immediately, in writing, of any change in its registered agent, his or her address, and
433 **LESSEE'S** legal status. Information necessary to obtaining registered agent status in the State of
434 Wisconsin may be obtained from the office of the Secretary of State, P.O. Box 7846, Madison,
435 Wisconsin 53707-7846.

436 B. Proof of current registered agent status must be provided to **LESSOR** 30 days prior to the
437 Agreement being executed.

438 21. **TERMINATION OF AGREEMENT** Should **LESSEE** or **LESSOR** fail to substantially

439 comply with any material provision of this Rental Agreement, **LESSEE or LESSOR** shall have the right to
440 terminate this Rental Agreement if said breach occurs during the lease term, upon five (5) days written
441 notice to **LESSEE or LESSOR**, or upon 24 hours prior written notice to **LESSEE or LESSOR** if said
442 breach occurs during the operation of the County Fair and upon **LESSEE'S or LESSOR'S** failure to cure
443 said breach within 24 hours of receipt of said notice.

444 22. **NOTICES**. - Any notices required pursuant to this Agreement shall be considered provided
445 upon deposit in the U.S. Mail, 1st Class postage affixed. Notices shall be mailed to the parties at the
446 following addresses:

447 LESSEE: Tom Egan
448 3017 State Road 116
449 Omro, Wisconsin 54963

450 LESSOR: Rob Way
451 625 E. County Road Y
452 Oshkosh, Wisconsin 54901

453 or current Fair Association President or current Parks Director/Expo Manager.

454 23. The entire agreement of the parties is contained herein and this agreement supersedes any
455 and all oral agreements and negotiations between the parties relating to the subject matter hereof.

456