

**SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT**

CONTRACT NO. EC111622M

RENTAL AGREEMENT by and between **WinnebagoLand BMX, Inc. c/o Rick Von Holzen, 4684 Ulman Street, Oshkosh, WI 54904; (920) 379-1833** (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54901 (hereinafter referred to as "**LESSOR**"). **LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained, agree as follows:

1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **WinnebagoLand BMX Clubhouse and Track Area (see attached map).** (hereinafter referred to as the "**PREMISES**").
2. **TERM.** The term of this Rental Agreement shall be **five years** and shall commence on **November 16, 2022 at 7 A.M. and shall terminate on November 16, 2027 at 11 P.M. No events will be allowed to take place during set-up days, event days or take-down days of the annual Lifest Music Festival or the annual Winnebago County Fair.**
3. **RENTAL FEES.** The rental fee for the **PREMISES** shall be as follows: **no charge.**
4. **PARKING, CLEAN UP, TRAFFIC & TOILET FACILITIES.**
 - A. **LESSEE** shall have the right to use the parking facilities located within the **PREMISES (see Section 1 and attached map).**
 - B. **LESSEE** shall restrict vehicles from parking along the shoulder on either side of the Annex main service road.
 - C. **LESSEE** shall furnish a clean-up crew so that the **PREMISES** is free and clear of any and all debris whatsoever at the termination of each race day.
 - D. **LESSEE** shall provide pumping of the sewage holding tank by a licensed pumper. All charges due for pumping of sewage shall be paid for by **LESSEE.**
 - E. During the term of this Rental Agreement, **LESSEE** shall have access to the **PREMISES**

throughout the calendar year for purposes of set up, clean up, and maintenance activities related to this Rental Agreement.

F. **LESSEE** shall have permission to store and maintain motorized and non-motorized equipment within the **PREMISES**. However, said equipment shall be directly related to the care and upkeep of the **PREMISES** and in working order. **LESSEE** shall have permission to store a maximum of five pieces of motorized or non-motorized equipment within the boundaries of the **PREMISES** during the months of April through November and three pieces of such equipment during the months of December through March for each calendar year. All other equipment and materials are to be stored inside the building when not in use (**see attached map**). At **LESSOR'S** request, **LESSEE** may be required to relocate said equipment to a specified site in order to facilitate other activities to be held on the **PREMISES**. **LESSEE** shall be obligated to expedite such requests at the sole expense of the **LESSEE**.

5. **EXCLUSIVE USE OF TRACK.** **LESSEE** shall have exclusive use of the BMX track for BMX races and other **LESSEE** related activities. No other party shall be permitted to conduct any track activity that lies outside the purview of **LESSEE** unless prior approval of such activities has been granted by both **LESSEE** and **LESSOR** through mutual agreement reached a minimum of 30 days prior to said activity. The **LESSOR** shall be responsible for producing a written record, co-signed by **LESSEE** and **LESSOR** which shall serve to validate the aforementioned mutual agreement. **LESSEE** shall use the **PREMISES** for the purpose of **conducting BMX races and activities related to LESSEE'S programming.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, ADA requirements, and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances (**see Exhibits B and C**). In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the

52 **PREMISES.**

53 6. **MAINTENANCE & OPERATION.** During the term of this agreement:

- 54 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
- 55 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure,
- 56 nor in any way deface the **PREMISES** or cause or permit the same to be done, and shall
- 57 not drive or permit others to drive nails, hooks, tacks or screws into any part of any
- 58 building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of
- 59 any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations
- 60 of any kind to the **PREMISES** without the prior written consent of **LESSOR**.
- 61 B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES**
- 62 or bring or keep anything therein or thereupon which shall in any way conflict with the
- 63 conditions of any insurance policy upon the building or any part thereof or in any way
- 64 increase any rate of insurance upon the buildings and/or grounds or on property kept
- 65 therein.
- 66 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine
- 67 or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene,
- 68 naphtha or gasoline for either mechanical or other purposes, or any agent other than gas
- 69 or electricity for illuminating the **PREMISES**.
- 70 D. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
- 71 showbills, lithographs, posters or cards of any description inside or in front of or on any
- 72 part of the buildings, except upon the regular billboards provided by the **LESSOR**
- 73 therefore, and then only such as relates to the performance or exhibition to be given on
- 74 the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements,
- 75 showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S**
- 76 Manager.
- 77 E. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
- 78 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this

79 respect shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the
80 passageway and shall keep passageways clear at all times. No portion of the sidewalks,
81 entries, passages, vestibules, halls and stairways or access to public utilities or said
82 buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to
83 and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire
84 Department regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be
85 responsible for obtaining knowledge of said regulations. Doors, skylights, stairways or
86 openings that reflect or admit light into any place in the buildings, and house lighting
87 attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other
88 water apparatus shall not be used for any other purpose other than that for which they
89 were constructed, and no sweepings, rubbish, rags, papers or other substances shall be
90 thrown therein. Any damage resulting to them from misuse of any nature or character
91 whatever shall be paid for by the **LESSEE**.

92 F. Smoking is not allowed within any building within the boundaries of the exposition center.

93 G. **LESSEE** shall announce the location of fire exits 10 minutes before the start of each
94 program whenever feasible. See attached Winnebago County Parks Exposition Center Fire
95 Safety Plan and Fire Evacuation Plan.

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

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

103 J. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in
104 the same condition as at the commencement of the term, ordinary wear and tear
105 excepted.

106 7. **LESSOR OBLIGATIONS.** LESSOR agrees as follows:

107 A. **Exterior Facility Maintenance**

- 108 i. To maintain the road and parking lot areas.
- 109 ii. To maintain the fence structures surrounding the area.

110 B. **Clubhouse Electrical Maintenance**

- 111 i. To maintain and modify the mainline electrical circuitry entering the Clubhouse
- 112 building up to and including all fuse box, relay, and breaker receptacles.

113 C. **Clubhouse Plumbing Maintenance**

- 114 i. To maintain and modify only those water and sanitary sewer facilities located on
- 115 the sublevel of the Clubhouse building and to be the only party involved in the
- 116 seasonal start-up and shutdown of the building water systems.

117 D. **Maintenance of Lawn**

- 118 i. Maintain the lawn areas surrounding the **PREMISES**.

119 E. **Picnic Tables and Bleachers**

- 120 i. Provide two picnic tables for use in the spectator area and one ADA compliant set
- 121 of portable bleachers.

122 8. **CONCESSIONS.**

- 123 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
- 124 term of this agreement: **soda, water, snacks, hot and cold sandwiches and similar items.**

125 **No other articles, other than those listed herein, shall be sold by LESSEE** without the

126 expressed written consent of the **LESSOR. Alcoholic beverages will not be allowed.**

127 **LESSEE** shall secure all necessary permits required for the sale of the aforementioned

128 concessions from the City of Oshkosh/Winnebago County and provide proof of such

129 permits to the **LESSOR.**

- 130 B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the
- 131 **PREMISES** unless permission to do so has been granted by the **LESSOR.** Said machines are
- 132 under the control of **LESSOR** and shall not be tampered with.

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

D. **LESSEE** shall provide or have concessionaire provide public liability insurance, including products liability, in minimum amounts of \$300,000/\$500,000 and \$50,000 property damage, and workers' compensation insurance as required by Wisconsin Law. Certificates of insurance coverage as herein indicated shall include a 30-day notice of cancellation to the **LESSOR**.

E. No glass containers shall be sold by concessionaire and no alcoholic or fermented malt beverages shall be sold by concessionaire.

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

A. **Race Participants**

i. It shall be the sole responsibility of **LESSEE** to ensure that all race participants are American Bicycle Association (ABA) members, that all bicycles are equipped in accordance with ABA standards, that all participants are wearing ABA approved equipment and that ABA rules are followed during races.

ii. No persons under the age of 18 shall use the **LESSOR'S** facility pursuant to this Agreement absent supervision by an adult representative of WINNEBAGOLAND BMX, Inc.

iii. No persons under the age of 18 shall use the **LESSOR'S** facility pursuant to this Agreement under the supervision of **LESSEE** unless the minor's parent, custodian or guardian is present or, in the alternative, the parent, custodian or guardian

provides written permission to **LESSEE** to allow the minor to participate in activities supervised by **LESSEE** at the **LESSOR'S** facility.

- iv. **LESSEE** agrees to include the **LESSOR** on any waiver and release form signed by participants active in any **LESSEE** practices, special events or tournaments.

B. Insurance: Hold Harmless

- i. **LESSEE** shall furnish certificates of insurance including the following minimum insurance coverages:

- a. \$1,000,000 Spectator Liability coverage, naming Winnebago County as an additional insured.
- b. \$1,000,000 24-hour Public Liability insurance naming Winnebago County as an additional insured.
- c. \$1,000,000 Rider Liability coverage for all participants.

- ii. To include in such insurance coverages a 30-day notice of cancellation in writing to the **LESSOR'S** Insurance Administrator, c/o Courthouse, Oshkosh, WI, 54901.

- iii. To release the **LESSOR** from all claims, demands and actions whatsoever which may arise from such races, and to hold the **LESSOR** harmless from any and all claims for injuries and damages which may arise from any such event.

10. **UTILITIES.** **LESSEE** shall be responsible for payment of all utility services and/or special assessments associated with Clubhouse and BMX track operations (i.e. security, electrical, storm water run-off, concessions and HVAC systems). Prior to January 30, of each calendar year of the Rental Agreement lease term, **LESSOR** shall submit an invoice to **LESSEE** indicating the cumulative amount of payment due the **LESSOR** as reimbursement for utility costs or assessments incurred over the term of this Agreement. **LESSEE** shall have 30 working days from receipt of said invoice in which to pay the **LESSOR** the full amount due.

11. **DIGGERS HOTLINE.**

- A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 -

187 **PREMISES)** if **LESSEE**, its vendors, agents, servants or employees shall be inserting into the
188 ground tent stakes, posts, poles, or other below grade appurtenances. Failure of **LESSEE** to
189 locate utility lines shall obligate **LESSEE** to repair or replace any damaged utility line at
190 **LESSEE'S** sole expense and to reimburse **LESSOR** for any lost revenue or damages of any
191 kind.

192 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on
193 the **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled
194 within three working days following the final event day to **LESSOR'S** satisfaction via
195 **LESSOR** approved method. Holes left unfilled after the aforementioned deadline will be
196 filled by **LESSOR** at **LESSEE'S** expense.

197 **12. INDEMNIFICATION.**

198 A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or
199 **LESSEES'** agents, servants, employees or property, from any cause, prior, during or
200 subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible
201 for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the
202 property adjacent thereto and any other portion of the Sunnyview Exposition Center
203 and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by
204 reason of any damage to property of third persons occasioned by any act or omission,
205 neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,
206 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising
207 out of the activities conducted by **LESSEE**, its agents, members or guests (including claims
208 of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify,
209 hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss,
210 demand or liability arising out of any bodily injury or property damage as described
211 herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting
212 solely from the negligence of the **LESSOR**.

213 B. **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a

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

13. **MISCELLANEOUS.**

- A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and regulations of the **LESSOR** with respect to the **PREMISES**.
- B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.
- C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an agreement in writing, and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- D. **Applicable Law.** The parties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.
- E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement, and shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the **PREMISES**.
- F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or entitle **LESSEE** to a rebate from **LESSOR**.
- G. **Termination.**
 - i. This Agreement may be terminated by either party upon 30 days advance

241 written notice. Once written notice has been present by either party it shall be
242 incumbent upon **LESSEE** to make arrangements with the **LESSOR** to turn over all
243 keys related to the **PREMISES**. Further, upon notification of termination, **LESSEE**
244 shall have 30 days in which to remove all equipment and supplies it may have
245 stored at the **PREMISES**. Should **LESSEE** fail to remove said equipment and
246 supplies from storage at the **PREMISES**, the **LESSOR** shall proceed in disposing of
247 any and all items as it sees fit.

- 248 ii. Failure on the part of either **LESSEE** or **LESSOR** to perform any of the terms and
249 covenants and conditions indicated in the Agreement shall, at the option of the
250 other party, constitute grounds for termination of this Agreement.

251 H. **Mortgages & Subordination**. In the event that **LESSEE** encumbers the **PREMISES**, or any
252 other property owned by **LESSOR** said encumbrance shall be cause for immediate
253 termination of this Agreement by **LESSOR**. Further **LESSEE** agrees that in the event of
254 such an encumbrance, it shall remove or cause to be removed, at no expense to
255 **LESSOR**, said encumbrance and shall do so immediately. **LESSEE** further agrees that in
256 the event such an encumbrance damages **LESSOR** in any way, **LESSEE** shall on demand
257 reimburse **LESSOR** in full for said damages.

258 I. **Condemnation**. If at any time during the term hereof the whole of the **PREMISES**, or any
259 part of thereof, shall be taken for any public or quasi public use, under any statute, or by
260 right of eminent domain, then, in such event, when possession of the demised site shall
261 have been taken thereunder by the condemning authority, the term hereby granted,
262 and all rights of **LESSEE** hereunder, shall immediately cease and terminate.

263 J. **Quiet Enjoyment**. **LESSOR** covenants, warrants, and represents that it has full right and
264 power to execute and perform this Agreement and to grant the **PREMISES** leased herein
265 and that **LESSEE** upon performance of the covenants and agreements herein contained,
266 shall peaceably and quietly have, hold and enjoy the **PREMISES** during the full term of
267 this Agreement.

- 268 K. **WinnebagoLand Pricing Structures.** Exclusive of pricing structures set according to age
269 variations, **LESSEE** shall be restricted from instituting within its operations, any
270 measures which serves to differentiate between monetary amounts paid by residents of
271 Winnebago County for any services or materials rendered (i.e. membership dues).
- 272 L. **Severability.** In the event that any provision herein contained is held to be invalid by any
273 court of competent jurisdiction, the invalidity of any such provision shall in no way
274 affect any other provision contained herein, provided that the validity of any such
275 provisions does not materially prejudice either the **LESSOR** or **LESSEE** in their respective
276 rights and obligations contained in the valid provisions of this Agreement.
- 277 M. **Easements.** **LESSOR** hereby agrees that it shall grant **LESSEE** easements necessary to
278 supply utilities to the **PREMISES**. Determination of the origin and positioning of said
279 easements within the **PREMISES** shall be at **LESSOR'S** sole discretion. Additionally,
280 **LESSOR** reserves the right to access said easements at any future date for the purpose
281 of providing improvements to the **PREMISES**. All construction costs associated with
282 accessing utilities within said easements shall be borne by **LESSOR** however, **LESSOR**
283 shall provide all rights of access to, as well as all rights for future use of such easements,
284 at no charge, and with no encumbrances attached to said access or use by **LESSOR**.

285 14. **ADDITIONAL PROVISIONS.**

286 A. **Receptacles, Recycling and Pickup**

- 287 i. **LESSOR** shall provide **one, eight-yard trash receptacle and once a week pickup of**
288 **the receptacle** **LESSOR** shall arrange for contents of receptacle to be hauled to
289 Winnebago County Solid Waste Landfill. Fees for rental of all receptacles shall be
290 the sole responsibility of **LESSEE**.
- 291 ii. **LESSEE** shall provide for recycling of recyclable materials produced at the
292 **PREMISES**. **LESSEE** shall arrange for all such recyclable materials produced on the
293 **PREMISES** to be hauled to the Winnebago County Recycling Facility.
- 294 iii. All trash and/or recycling containers shall be located at the north west corner of

295 the Clubhouse building.

296 iv. **LESSEE** shall contract exclusively with the Winnebago County vendor for all

297 receptacle and recycling container rental and hauling services.

298 B. **LESSEE** shall ensure that all gray water and black water from camping units on the

299 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black

300 water onto the **PREMISES** will result in a citation from the Winnebago County Health

301 Department to the **LESSEE**.

302 C. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper

303 receptacles placed on the **PREMISES** for this purpose. No firewood may be brought onto

304 the **PREMISES** from a distance greater than 25 miles as per WDNR. Any firewood must be

305 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of

306 the event.

307 D. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack

308 area provided on the **PREMISES** for this purpose. Washing of animals in an improper

309 location shall result in a citation from the Winnebago County Health Department or the

310 Wisconsin Department of Natural Resources to the **LESSEE**.

311 E. **Facilities Usage**

312 i. Upon 60 days written notice, **LESSEE** will accommodate requests by the **LESSOR** to

313 modify practices, races or special event activities in order to accommodate

314 Exposition facilities programming.

315 ii. At the conclusion of each day/night BMX activity, and prior to leaving the

316 Sunnyview Expo Center grounds, **LESSEE** shall be responsible for shutting off all

317 BMX related lighting systems and securing all locks, doors, windows, and gates

318 that may have been used over the course of said day/night activity.

319 F. **Construction & Maintenance of Track**

320 i. **LESSEE** shall be totally responsible for construction of the track in the Exposition

321 Annex. Should any such construction be performed by non-members of **LESSEE**

or by contractors, such non-members or contractors shall comply with the insurance requirements contained in Section 9 of this Agreement. Said track shall be located approximately 400 yards west of the Grandstand and 100 yards east of Hwy 76. Said track shall be constructed to American Bicycle Association (ABA) Standards and shall be fully sanctioned by the ABA.

- ii. To be responsible for maintaining the track and outdoor lighting system prior to the races being run on the aforementioned dates.
- iii. To be responsible for all expenses incurred regarding any additional improvements on said track. Any improvements must be approved in writing by the Parks Director prior to implementation. If deemed necessary, **LESSEE** may be required to obtain additional insurance in order to provide adequate coverage for said improvements.
- iv. To keep all drainage points and ditch-lines free of debris.
- v. To preserve and not damage established water courses, tile drains, tile outlets, grass waterways, terraces, roads and parking lot surfaces.
- vi. To cut noxious weeds in the areas in and around the **PREMISES** and Clubhouse facilities before same are allowed to go to seed.
- vii. That all improvements made on said track shall become the property of the Winnebago County Parks Department (except for the starting gate) upon termination of this Agreement by either party.

G. Maintenance, Repair & Improvements of PREMISES

- i. **LESSEE** shall be responsible for the maintenance and upkeep of both the exterior and interior portions of the BMX Clubhouse (i.e. HVAC systems, wall surfaces, trim and soffit areas, floor surfaces, appliances, and landscaping within a 50-foot perimeter around the building).
- ii. That all improvements shall be in compliance with all applicable state, county, and municipal code requirements.

- iii. That all improvements made to the interior and exterior of the Clubhouse building shall become the property of Winnebago County Parks Department upon termination of this Agreement by either party.
- iv. To provide for the installation and line charges for telephone service.
- v. To notify the **LESSOR** at least 30 days prior to beginning of seasonal use to allow County Plumber to prepare the plumbing system for use and to conduct a water test. Water shall not be used for consumption or cooking within the facility until such water test is completed and cleared of any contaminants that may be present. County Plumber shall shut down the plumbing system after the close of the BMX race season upon 30-day notification from **LESSEE**.
- vi. That **LESSEE** shall, at its sole expense, keep, maintain and repair such facilities within the **PREMISES** that it is hereto responsible for, in a good and well-maintained condition consistent with sound business practice and in a manner, which will preserve, enhance and protect the general appearance and value of the Sunnyview Exposition Center grounds. Failure to maintain and repair shall be deemed a default under this Agreement. In the event **LESSEE** fails to properly maintain and repair said facilities, the **LESSOR** shall issue a written notice to **LESSEE** regarding its failure to maintain and repair. Said notice shall state with reasonable specificity: (1) the nature of **LESSEE'S** failure to keep, maintain or repair; and, (2) the remedy required by **LESSEE** to cure the default. In the event that **LESSEE** fails within 30 days after receipt of **LESSOR'S** default notification under this paragraph, to commence appropriate action to cure such default, **LESSOR** shall have the right thereafter, in its sole discretion, to terminate this Agreement immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against **LESSEE**. **LESSEE** hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees

incurred by **LESSOR** in curing said default within 30 days after **LESSOR'S** demand.

- vii. Supplemental toilet facilities shall be provided by **LESSEE** as deemed necessary by the **LESSOR**.

H. **Assignment Transfer & Liens**

- i. **LESSEE** agrees it will not assign or transfer this Agreement without prior written consent of the **LESSOR**.
- ii. **LESSEE** agrees to promptly pay all sums legally due and payable on account of any labor it has performed on or materials it has furnished for the **PREMISES**. **LESSEE** shall not permit any liens to be placed against the **PREMISES** on account of labor performed or material furnished and in the event such a lien is placed against the **PREMISES**, **LESSEE** agrees to hold **LESSOR** harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens within 120 days. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement.

I. **Signage**

- i. **LESSEE** shall be permitted to mount a total of two signs identifying WinnebagoLand BMX. One sign shall be permitted on the west exterior wall of the Clubhouse building. The other sign shall be permitted to be securely mounted to the roof of the BMX Clubhouse building. Both signs shall be limited to a maximum of 175 square-feet in size.
- ii. Advertising or promotional placards, banners, signs or posters may be displayed no more than one week prior to any specific racing tournament or special event. Said materials may be displayed both within the **PREMISES** and/or on either side of the four-foot high fence located on the west site of the **PREMISES**. All materials shall be removed within one day following the conclusion of the racing tournament or special event.

- J. **LESSEE** shall be responsible for establishing at the **PREMISES** a reliable means of weather monitoring which shall be capable of receiving up-to-the-moment information pertaining to threatening weather conditions and related advisories. Such means of weather monitoring shall be in place at the **PREMISES** and activated during the course of any **LESSEE** related activities.
- K. **LESSEE** shall be responsible for pick up and removal of all mud and debris that may accumulate on the roadway adjacent to the **PREMISES** and cleaning of the **PREMISES** shall be to the satisfaction of the **LESSOR**.
- L. Total attendance at a special event or tournament shall not exceed 900 people within the boundaries shown on Attached map. Should **LESSEE** exceed said level of attendance, the **LESSOR** reserves the right to disallow entry of people into the boundaries shown on Attached map or the **LESSOR** may terminate the special event or tournament if deemed necessary.
- M. **LESSEE** shall be allowed to use propane and/or charcoal fuel fires contained in grills on gravel surfaces within distances no less than 20 feet away from any building structure indicated on attached map.
- N. **LESSEE** shall be obligated to provide the **LESSOR** a minimum of 60-days advanced notice when requesting permission to allow participant or spectator camping within the boundaries of the Expo Center. The **LESSOR'S** acknowledgement for allowing for individual or group camping on the Expo Center grounds shall be provided through written notification and shall contain requirements for payment of camping fees according to provision promulgated within Chapter 19 of the County General Code. Additionally, the placement of campers on the Expo Center premises shall be done at the **LESSOR'S** discretion.
- O. **LESSEE** shall be obligated to provide the **LESSOR** a minimum 30-days prior notice requesting permission to allow **LESSEE'S** staff or vendor personnel to remain overnight within the **PREMISES**. Contingent upon **LESSOR'S** granting permission, **LESSEE** shall

abide by the following conditions regarding overnight stays:

- i. No more than three persons shall be stationed in the **PREMISES** and such persons shall be present for the sole purpose of providing security for equipment and other materials set up in preparation for an open tournament or special event.
- ii. Except in cases of emergency, said persons shall be prohibited from entering or leaving the **PREMISES** between the hours 11 p.m. and 5 a.m. the next morning.
- iii. During the aforementioned time period, such persons shall be restricted from traveling anywhere on the Expo grounds outside the **PREMISES** as indicated on attached map.
- iv. Outside fires of any type are prohibited.
- v. No more than two camping tents or a single camper unit shall be allowed to be located in the **PREMISES** in order to accommodate such persons.
- vi. A minimum of two weeks prior to the open tournament or special event, **LESSEE** shall provide the **LESSOR** a written summary containing the names and telephone numbers of the persons who will be staying on the **PREMISES**. In addition, **LESSEE** shall include with the summary a description of each person's vehicle that will be remaining in the **PREMISES** overnight. Said description shall also include the license plate number for each of the vehicles.

P. **LESSEE** shall appear upon request before the Parks & Recreation Committee during a monthly meeting and provide an annual report on recent activities and plans for future programming.

Q. **Damages to PREMISES**

- i. In the event of partial or complete loss to **PREMISES** by fire, the elements, accident, or other occurrence, **LESSOR** shall have no obligation to compensate **LESSEE** for any loss incurred except that caused by **LESSOR'S** negligence. **LESSEE** shall, within 30 days of said loss, give notice to **LESSOR** of its intent to repair or rebuild, or of its intent to terminate this Agreement. In the event that **LESSEE**

chooses to repair or rebuild, the term and provisions of this Agreement shall continue unabated, provided that repair or reconstruction substantially commences within 180 days of the date of loss. In the event that a loss or occurrence on the **PREMISES**, caused by an act of neglect on the part of **LESSEE**, produces a loss to any of **LESSOR'S** property lying adjacent to the **PREMISES**, **LESSEE** shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse **LESSOR'S**, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees, or loss of gross revenue, incurred as a result of such loss or damage.

R. **LESSOR** reserves the right to further develop and/or improve the facilities within the **PREMISES** at **LESSOR'S** sole discretion, regardless of the desires or opinions of **LESSEE** subject to **LESSEE'S** right to Quiet Enjoyment of the **PREMISES** as provided for in Section P. herein. **LESSOR** further reserves the right to take any action it considers necessary to preserve the appropriate environment within the whole of the Sunnyview Exposition Center grounds in whatever manner it determines is of most benefit to Sunnyview Exposition Center operations.

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

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

17. **NAMING RIGHTS.**

A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the **PREMISES**, use of said name(s) shall replace all previous facility name references in all

484 promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents,
485 vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be
486 obligated to complete change within 365 days of notification by **LESSOR** at **LESSEE'S**
487 expense.

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

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

497 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along
498 the south east corner of the Center Hall for purposes of selling and or displaying pre-
499 approved merchandise, with the exception of events not open to the public and those
500 events deemed Private on the official expo calendar.

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

507 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
508 merchandise during events within the Sunnyview Exposition Center grounds that take
509 place in other areas than those stated in Section 17 D and E. Said area shall be mutually
510 agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR**

511 within two weeks prior to the scheduled event.

512 18. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or
513 other advertising media shall identify this area as the Sunnyview Exposition Center, located on
514 County Road Y, ½-mile east of the intersection of Highway 76 and County Road Y.

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

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the _____
day of _____, 20_____.

LESSEE(S):

Name (print)

Signature

Date

WINNEBAGO COUNTY (LESSOR):

Jonathan Doemel

Date

Winnebago County Executive

Susan T. Ertmer

Date

Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

EXHIBIT "A"

Winnebago County Insurance Certificate Information

The information on this document contains pertinent insurance certificate requirements applicable to the festivals, tournaments, and/or runs that take place on various Winnebago County Parks properties. Included in the information are specifics relating to the conditions and coverages each LESSEE/EVENT SPONSOR must address within their certificate. It is recommended that LESSEES/EVENT SPONSORS submit a copy of this document to his/her insurance agent and make them aware that the narrative on the completed certificate must be precise.

A minimum of thirty (30) days prior to holding the event or participating in the event, the LESSEE/EVENT SPONSOR, at its own expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. Workers Compensation - statutory - in compliance with the Compensation Law of the State. Include a Federal Longshoremen and Harbor Workers Endorsement, if applicable.
2. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 or \$2,000,000 if explosion, underground and/or collapse involved. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Professional Liability
 - g. Liquor Liability (if alcohol on Premises)
3. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn: Purchasing Manager, P.O. Box 2808, Oshkosh, WI 54903-2808.
4. Regarding the "Description of Operations", LESSEE/EVENT SPONSOR is to include a description of the program as well as its location (address) and all applicable dates (i.e. set-up, event date(s) and clean-up).
5. Such insurance shall include under the General Liability and Automobile Liability Policies, the recognition of *Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions* as "Additional Named Insureds".
6. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County, Attn: Insurance Administrator, 112 Otter Avenue, Oshkosh, WI 54901. All such notices will name the LESSEE/EVENT SPONSOR and identify the event as well as the date(s).

Send the complete insurance certificate to Justin DeJager at jdejager@co.winnebago.wi.us or mail it to the Winnebago County Parks Department at 625 E. County Road Y, Suite 500, Oshkosh, WI 54901. Contact the Parks Department at (920)232-1964 with any questions.

Contracts with Winnebago County cannot be approved without a valid insurance certificate.

EXHIBIT "B"

RECYCLING REQUIREMENTS

Wisconsin State Statute Chapter 287: Solid Waste Reduction, Recovery and Recycling, commonly known as Recycling Law, outlines the requirements for recycling for the state of Wisconsin. As a renter of the Winnebago County Park Facilities, you are required to follow this statute, particularly the sections outlined here:

According to ch. 287.05(5), "the implementation of solid waste reduction, reuse, recycling, composting and resource recovery systems and operations requires the involvement and cooperation of all persons and entities comprising this state's society, including individuals, state and local governments, schools, private organizations and businesses."

According to ch. 287.07(3), "Beginning on January 1, 1995, no person may dispose of in a solid waste disposal facility... any of the following: (*paraphrased for space and clarity*) aluminum containers, corrugated paper, glass containers, magazines, newspaper, office paper, plastic containers (#1 & #2), and steel containers."

In short, renters of Winnebago County Park Facilities must separate for recycling those items listed above and deliver these items to the Winnebago County Recycling Facility. If the renter contracts out its recycling and trash hauling, it must specify the use of the Winnebago County Landfill and Recycling Facilities.

If you have any questions regarding the Recycling Law, please contact the Winnebago County Recycling Manager at (920)232-1800.

EXHIBIT "C"
SUNNYVIEW EXPOSITION CENTER POLICY STATEMENT

1. Waste Hauling
 - A. Sunnyview Expo Center contracts to supply animal refuse removal services for animal refuse along with scheduled waste removal for other garbage on the grounds. Recycling containers are available for LESSEE'S use. All garbage shall be disposed of at the Winnebago County Solid Waste Facility unless LESSOR approves alternate methods. All recyclable materials shall be disposed of at the Winnebago County Recycling Facility.
 - B. LESSEE is responsible for making sure that all animal waste is disposed of in the manure pit or manure holding area(s) and that regular garbage is disposed of in the dumpster provided for this purpose.
 - C. LESSEE is responsible for separation of recyclable materials using the marked containers for aluminum cans, plastic bottles, and cardboard boxes.
 - D. The Parks Department shall bill the LESSEE for the correct amount of waste hauling fees after the event has taken place, all waste has been disposed of, and waste hauling bills have been received and reviewed by the Parks Department office.
2. Camping Fees
 - A. Camping areas shall be rented on a per area basis. There is a designated fee for each camping area. Said camping area shall appear along with the listed charge on individual contracts. The camping area listed on the contract shall be the only area LESSEE shall be allowed to use for camping during the event. If weather or turf conditions prohibit use of contracted area, an available area of similar size shall be provided by LESSOR at no additional charge.
 - B. There is no fee per camper.
 - C. Camping areas must be reserved at time of initial reservation along with other facilities.
3. Dump Station Usage
 - A. Dump station is for use by on-site campers only.
 - B. Dump station rules are posted at the site and must be followed.
4. Parking
 - A. All parking areas and grassy areas on the PREMISES (other than those leased for camping by an event) are considered shared use areas.
 - B. LESSEES who wish to charge for parking are responsible for signage, designating parking fees, barricades and/or barrier tape to designate said areas, and collection of fees. These areas must be manned at all times the event is in progress and fees are being collected. Patrons parking for other events shall not be charged to park if all other parking areas are full.
 - C. Parking outside of designated parking areas or in posted 'no parking' areas, is prohibited and will result in a citation by City of Oshkosh Police. At Winnebago County Parks Department discretion, certain grassy, parking, or camping areas may be designated as temporarily or permanently off limits. Such restrictions shall be clearly marked and the City of Oshkosh Police will issue violators a citation.
5. Multi-day Contract Preeminence
 - A. Multi-day events take precedence over single day events when negotiating all contracts.
6. Deposits
 - A. Reservation and Supplemental Deposits are required as per the following:
 - I. Reservation Deposit. LESSEE shall pay a reservation deposit of approximately 25% of total fee due to secure performance by LESSEE of all of the terms and conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the

LESSOR upon reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from the total fee due.

- II. Supplemental Deposit. LESSEE shall pay a supplemental deposit of approximately 25% of the total fee due, approximately three (3) months prior to first event set up day. The supplemental deposit is non-refundable and shall be deducted from the total fee due.
- III. Balance Due. LESSEE shall pay the remaining balance due to LESSOR before the close of business 4:30 p.m. CST/CDT on or before the first event set up day. If the remaining balance due LESSOR is not received from LESSEE by the due date and time, keys for the opening of reserved buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.
- IV. First Right of Refusal. LESSEE shall reserve the first right of reservation for the same calendar dates in the years following the end of the Rental Agreement term. Once a Rental Agreement term has expired and LESSEE has not begun another Rental Agreement, if LESSOR receives a request for the same calendar dates LESSEE has previously held under a Rental Agreement, LESSOR shall contact LESSEE via email informing LESSEE of said request. LESSEE shall have 10 days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for the future dates in question.

7. Insurance for Private Party Events

- A. LESSEE'S holding private parties may be eligible to purchase a Winnebago County Insurance Rider. Only those events that are not open to the public may be eligible for this benefit. Payment for said rider is required a minimum of 30 days before the event. All other LESSEE'S are required to have a liability policy as per contract.

8. Non-Profit Group Discounts

- A. There are no discounts given to non-profit groups renting the facilities with the exception of Winnebago County 4H, Winnebago County Fair Association, and Winnebago Farm Bureau.
- B. The Winnebago County Fair Association will be charged as per their contract with Winnebago County.
- C. The Winnebago County 4H will be charged the discounted fees outlined in the Winnebago County 4H policy.
- D. The Winnebago Farm Bureau discount will apply only to the Food Court building.

9. Winnebago County Department Usage

- A. Winnebago County Departments and other municipalities may reserve the facilities at no charge depending on availability. All such reservations are subject to a minimum 30-day cancellation notice if a paying client rents the facilities for a reserved date.

10. Event Curfew

- A. All events involving admission of the public to the facilities and/or grounds shall have a curfew of 2:30 a.m. to 5:30 a.m. daily. Consequently, admission to the grounds by the general public for means of attending the event is forbidden during the curfew hours. LESSEE shall not collect admission during the curfew hours, nor allow the general public free entrance to the event during the curfew hours.
- B. All music, engines, outdoor activities etc. will cease prior to the 2:30 a.m. curfew and shall not resume until after the 5:30 a.m. curfew termination.
- C. Exceptions for the 2:30 a.m. curfew are overnight campers who may remain on the grounds overnight, event security, clean up and preparation activities done by the LESSEE or those employed by the LESSEE.

- D. LESSEES who violate the curfew policy will be considered in breach of contract and shall not be allowed future rental of the facilities. Violators are also subject to any and all City of Oshkosh ordinance violation citations applicable and may be cited by the City of Oshkosh Police Department. LESSOR retains the right to close down events that violate the 2:30 a.m. to 5:30 a.m. curfew.

11. Security System - Responsibility of Client

- A. It is the responsibility of all Expo LESSEES to contact Expo Management before their event to discuss the Expo Center Security System. During this discussion the monitoring time for the alarm systems will be defined for the event and these times shall be adhered to by each LESSEE.
- B. In the event that an alarm is activated through negligence of the LESSEE or attendees of the LESSEE'S event (not an actual emergency) a fine will be assessed to the LESSEE for the cost of police and fire department responses, as invoiced to the Parks Department, and any additional labor costs associated with the negligent activation of the Expo security system. Frequent false alarms by the same LESSEE may result in cancellation of future reservations.
- C. The Expo Center Security System is not designed for use by the client for security for their event. The system is in place to protect the Expo property only. In the event that an incident has taken place during an event that the police department wishes to investigate, it is necessary for the investigating officers to officially request copies of any pertinent surveillance recordings from the Expo Management.
- D. Intentional damage or destruction of any of the security system components determined to have taken place during an event shall be the responsibility of the LESSEE. The LESSEE shall be billed for repair or replacement costs of all equipment intentionally damaged during their event.

12. Horse Show Events

- A. A dump station key will be made available for events renting camping areas. The dump station key must be checked out when the balance is paid for contracts and all other keys are picked up. All stipulations regarding cleanliness referenced in contracts will apply to the dump station. LESSEE is responsible for security of the dump station area at all times. No campers other than those camping on the PREMISES are allowed to use the dump station. LESSOR may use documentation via security camera to augment security of the area.
- B. LESSEE shall be responsible for emptying all garbage cans throughout the PREMISES, inserting new bags into empty cans and depositing the full bags into a Dumpster. LESSOR shall supply extra garbage bags for this purpose. LESSEE shall continue to monitor garbage cans throughout the leased PREMISES and empty those cans that are full into a Dumpster while replacing the bag within each can with bags provided by LESSOR. Any garbage that accumulates outside of full garbage cans shall be collected and deposited into a Dumpster as part of LESSEE'S garbage monitoring activities. Any garbage cans not emptied which must be emptied by County staff post-event will be billed to the LESSEE at Set up/Clean up Charges from official Sunnyview Exposition Center Rental Fees Schedule with a three-hour minimum.
- C. After events, stalls shall be cleaned by LESSEE to the cement or gravel floor and raked to the aisles. Stall doors shall be closed after all stalls are cleaned and raked. LESSOR shall then remove animal refuse from aisles to manure holding areas where contracted pick up will occur for which LESSEE shall be post billed accordingly.
- D. LESSOR shall make available electronic copies of outlet locations and amperage for LESSEE'S use in setting up of camping locations. LESSOR reserves the right to limit access

to any electrical equipment as deemed necessary by the County Electrician for safety of the facility and event attendees.

- E. With the exception of normal wear and tear, only egregious damage to LESSOR'S stalls will be charged out to LESSEE for damage to stall fabric, frames or hardware. Such damage shall be determined per LESSOR'S discretion.
- F. All dogs must be leashed when present on the PREMISES. Owners must clean up after their dogs and deposit refuse accordingly. Oshkosh Police Department intervention may be required if dogs running at large become a problem for other patrons of the PREMISES. LESSOR reserves the right to limit or ban dogs from the PREMISES unless properly leashed.
- G. LESSEE must notify LESSOR prior to picking up keys for the event the event's programming needs for timing of the outdoor arena lights and lot lights to accommodate LESSEE'S event. LESSOR reserves the right to limit excessive use of lot and covered arena lights overnight.
- H. All signed parking restrictions, including fire lanes, shall be strictly enforced and may cause violators to be subject to citation by City of Oshkosh Police.
- I. The outdoor arena shall be groomed to a standard approved by LESSOR for use as a warm up and practice arena to a three-inch depth. Activities not allowed within the outdoor arena, include but are not limited to, tent staking, stage erection, motorized vehicle activities, mechanized carnival rides, and other activities deemed by LESSOR to be of potential risk of damage to the base material. Said damage potential shall be at LESSOR'S sole discretion.
- J. The sound systems for the arenas which fed the barns shall be set up and checked during the pre-event walk through. Once set LESSEE shall have no access to said sound system for the remainder of the event.
- K. Arenas shall be groomed to LESSOR'S set standard of three inches in depth prior to events. LESSEE shall accept arenas as groomed for the duration of the event. Any grooming by LESSEE over and above that done by LESSOR shall be at LESSEE'S risk and expense. Any damages to arena and/or arena base determined to be caused by LESSEE'S said grooming shall be repaired at LESSEE'S expense.
- L. No persons connected to any event or any equipment, materials, trailers, campers etc. are allowed on the grounds prior to the official set up time and date noted in the LESSEE'S contract. This includes those who are officially managing the event as well as those taking part in set up for the event. Set up day is defined as the day that all persons, equipment, materials, trailers, campers etc. shall be allowed on the grounds. Set up day begins at the time on the date indicated on the contract (usually 7:00 a.m. unless otherwise approved) and take down day ends at the time on the date indicated on the contract (usually 11:00 p.m. unless otherwise approved). Take down day is defined as the day that all equipment, materials, trailers, campers, etc. is to be removed from the grounds by the LESSEE. Set up, take down, and event days are listed in the 'Term' section of each contract. Before signing the contract and returning it make sure the days listed are correct. Shows are allowed two set up days before an event and one take down day after an event. The expo staff requires a minimum of two full days (not including set up and take down days) to remove used bedding, inspect for damages, mow, work up the arenas, drag the gravel areas and etc. between events. Pre-event walk throughs will only be done on LESSEE'S official set up days, not before. This will keep the incoming LESSEE from inheriting the previous LESSEE'S damages. When horse shows are 'laying over' between shows, which requires permission from expo management, the time needed for clean up by expo staff is less due to the fact that

barns do not need to have all bedding removed. Post event walk throughs must be done after all persons, materials, trailers, campers etc. are removed from the grounds (those not laying over) and prior to the time indicated on the incoming contract as the LESSEE'S first set up day regardless of any lay over. Again, this is done to allow for damages to be assessed to the correct LESSEE.

- M. Use of Barn E for housing of any animal except domesticated dogs, cats and service animals shall be prohibited. LESSEE shall make use of Barn A overhang and western overhangs on Barns A through D for horse shows to accommodate additional stall needs.

13. Other Expo Policy Statements

- A. Future reservations may be banned or terminated for non-payment of overdue bills, material breach of contract, or more than two cancellations by the LESSEE in one calendar year. A Material Breach of Contract is constituted as non-compliance with any and all state and federal laws, rules and regulations, all applicable municipal ordinances and all policies depicted in this document. Reservations may be reinstated after payment in full of all overdue bills along with all penalties and/or fines for such as instituted by the Winnebago County Finance Department. State, Federal or Municipal law or ordinance violations resulting in citations by law enforcement constitute the forfeiture of all current and future reservations as well as violations of the policies stated in this document.
- B. Tables, chairs, and inside stage units shall not to be used outside any building unless permission is granted by Expo Management. Any damage to tables, chairs, or stage units related to weather shall be billed for full replacement costs to the LESSEE.
- C. Tables, chairs, stage units, picnic tables, benches, or any other Expo Center property shall not be removed for use off the PREMISES. Any property found to be missing after an event will be billed for full replacement costs to the LESSEE.
- D. A Security Deposit may be required as per the Winnebago County Parks Department discretion, and shall be identified in individual contracts. A Security Deposit of \$2,000.00 in the form of a cashier's check or cash, shall be required for all circus events and retail or outlet sales events. All damages found post event shall be deducted from said Security Deposit. All damages found post event for contracts without a required Security Deposit shall be billed at \$49.00 per hour for labor plus any materials needed to repair the property to its pre-event status with a three-hour minimum.
- E. LESSEES shall take part in a pre and/or post event walk through with staff and shall fill out the Request for Pre/Post Event Walk Through supplied with the event contract and return it with the signed contract. The person signing the contract must be the person doing the walk through with staff. If an appointment is made for a pre or post event walk through and the LESSEE does not attend as scheduled all claims of damage shall be determined to be the responsibility of the LESSEE. All first time LESSEES and out of state LESSEES and their Registered Agent, must do a pre and post event walk through. Those returning LESSEES who wish to decline a pre or post event walk through shall mark the decline box on their form and shall accept all damage noted by staff as their responsibility. LESSEES will be billed accordingly for damages. Unpaid damages shall result in no future reservations until such damages are paid.
- F. Out of state LESSEES are subject to special circumstances which are identified in the Sunnyview Exposition Center Rental Fees Schedule.

- G. At Winnebago County Parks Department discretion, extra security, special permits, and/or other additional measures may be required for certain events. These measures will be addressed in individual contracts.
- H. In the event of an emergency situation declared by the Winnebago County Executive within Winnebago County, the Sunnyview Exposition Center may be required for use as an emergency shelter. In this situation, all events taking place on the grounds are subject to reconfiguration of facility use as the emergency situation demands. Such matters will require reimbursement of rental fees only for individual facility use requiring event cancellation. Winnebago County will not reimburse lost potential revenues, lost expenditures or lost unrecognized expenditures other than rental fees.
- I. Prior to LESSEE occupying the PREMISES on the first official set up day for the event, if damage to a portion or all of the PREMISES has occurred via an 'Act of God' or man-made disaster which results in a declaration of uninhabitability of said portion or all of the PREMISES by the City of Oshkosh building inspector or Winnebago County's insurer, all events taking place on the grounds are subject to reconfiguration of facility use as the situation demands. Such situations may be eligible for reimbursement of rental fees only for individual facility use requiring event cancellation. Lost potential revenues, expenditures or unrecognized expenditures other than rental fees shall not be reimbursed.
- J. In the event that any Exposition Center keys are lost or stolen when in the possession of the LESSEE, LESSEE shall be responsible for the cost to replace any locking mechanisms on doors or padlocks and/or re-keying of said locks that have been compromised by said lost keys.
- K. Clients wishing to reserve a date that has already been reserved by another client with a paid reservation deposit may enter their name and event on a waiting list. If the currently scheduled event cancels the reservation, the first name on the waiting list will be contacted to reserve the now open date. If the first client name on the list does not wish to reserve the facility the second name will be contacted and so on until a reservation is confirmed and a reservation deposit has been received at the Parks Department.
- L. If a LESSEE wishes to cancel use of an individual contracted facility, for example, a LESSEE has a contract for the covered arena and barns A, A+, B, C and D, and the LESSEE wishes to cancel the use of one barn for the event, the cancellation of the individual facility must be made at least two weeks before the event takes place, in order to facilitate a contract amendment. Cancellations of individual contracted facilities requested less than two weeks before the event date are not allowed, and a refund will not be issued.
- M. At LESSOR'S discretion to provide security for the grounds all LESSEES may be issued a gate key for the front entrance gates along with any other keys necessary for the leased facilities. All gates must then be closed and locked whenever the LESSEE or LESSEE'S employees or volunteers, are not present on the grounds.
- N. The policy for directly connecting vendors and other electrical hook ups to the Sunnyview Exposition Center electrical system, requiring anything other than an extension cord, is stated in a separate policy. LESSEES must be familiar with NFPA 70 Arc Flash requirements. The Electrical and Water Hook Up Policy states the requirements for electrical and water hook ups at the Sunnyview Exposition Center.
- O. When a LESSEE is required to contract with an outside security agency or the Oshkosh Police Department or Winnebago County Sheriff's Department as a contingency for facility rental, documentation of said security contract must be shown for keys to be

issued to the LESSEE. The Oshkosh Police Department must approve all security plans that are required by contract and their recommendations followed unless the Parks Director or Program Manager waives such recommendations in writing. All events that serve alcohol shall be required to provide a security plan. At the County's discretion, a security or emergency plan may be required for specified events due to the number of expected attendees, or past citations from an authorized police, fire or sheriff's department. Said plan shall be submitted to and approved by the Parks Director or Program Manager at least 30 days prior to event date. If Emergency Medical Services are required for an event an emergency plan must be provided along with the security plan. The emergency plan must be approved by the Oshkosh Fire Department and their recommendations followed unless waived in writing by the Parks Director or Program Manager.

- P. Improvements to Parks Department grounds and/or facilities involving construction of new buildings, additions to existing buildings, and reconfiguration of parking and grassy areas, may take place from time to time. LESSEE shall not be subject to a reduction of rental fees or reimbursement of rental fees by the LESSOR to the LESSEE for areas unavailable for use due to ongoing construction, reconfiguration of grounds or building usage during current and future lease terms. Reconfiguration of grounds and building usage in affected areas shall be at the discretion of the Winnebago County Parks Department and shall have no effect on individual leases.
- Q. Any item(s), including but not limited to, sand, gravel, top soil, fencing, etc., left on the PREMISES by the LESSEE shall, at LESSOR'S discretion and through LESSOR'S resources, be moved to an appropriate location to eliminate the potential for the item(s) to become a hazard or impediment to Expo operations. At the conclusion of LESSEE'S event a 30-day period shall commence in which LESSEE must remove such item(s) from LESSOR'S property unless, prior to said event, LESSEE has obtained LESSOR'S written endorsement of a documented request detailing storage arrangements to be applied during and, if necessary, following the aforementioned 30-day period. In all cases, including those with documented recognition of storage arrangements, the LESSEE shall be responsible for payment of all expenses sustained as a result of the movement, storage, maintenance, and/or disposal of the item(s) following the conclusion of LESSEE'S event. Additionally, LESSEE shall be liable for any damages or injuries that occur in association with a failure to remove LESSEE'S item(s) from the PREMISES at the conclusion of LESSEE'S event. Following the aforementioned 30-day period, LESSEE waives all rights to reclaim said item(s) barring LESSOR'S written endorsement of prior storage arrangements, as stated above.
- R. Occupancy policy for use of covered arena is noted above.
- S. Use of any food service facility is prohibited on set up and take down days for concession sales to event participants, volunteers, event workers, or the general public without payment for use of the food service facility via the Rental Agreement.
- T. If Parks/Expo or County Facilities Dept. staff must be called in to a non-emergent situation, a charge of \$49.00/hr. will be incurred by LESSEE payable upon receipt of invoice from LESSOR.
- U. Use of Barn E for housing of any animal except domesticated dogs, cats and service animals shall be prohibited.
- V. Sale of alcoholic beverages shall be limited to those items permitted for a Class B beverage license as issued by the City of Oshkosh.

FIRE EVACUATION PLAN

1. Emergency escape routes will be displayed at all main entrances to the Sunnyview Expo Center.
2. It will not be necessary for any employees to remain in place to operate critical equipment prior to evacuation.
3. Employees will be gathered in Parking Lot #1 for a head count. Occupants will be instructed to gather in Parking Lot #1 as well. However, a variety of events are held at the Sunnyview Expo Center and an actual head count may not be possible. All employees are to use their best effort to assure all individuals are out of the building safely.
4. Park's employees are not responsible for rescue or first aid. This will strictly be administered on a volunteer basis. However, 911 will dispatch emergency services and they will rescue and administer first aid.
5. The public address system will be used to notify occupants of any emergency. If this system is not available for some reason, notification will have to be verbal.
6. In the event of an emergency a public phone is available in the Sunnyview Expo Center for use to contact 911. If Park's employees are on the scene they will contact 911 via cell phone. If this is not possible they will radio into base and the base will contact 911.
7. The Expo Manager will be in charge of implementing this plan. In the absence the Expo Manager at the time of an emergency the responsibility will follow the normal chain of command present at the Parks Department.
8. The Expo Manager will be contacted by the 911 communication center and will be available to access the building. However, if the emergency warrants immediate entry a master key is located on the Sunnyview Expo Center grounds for access and the location has been provided to the necessary emergency responders.
9. The emergency alert system consists of a public address system located just inside the main doors in the ticket box office.
10. Maximum occupancy for the Sunnyview Expo Center is 4800 persons.
11. Due to the variety of events there is no detailed seating plan available for the Sunnyview Expo Center.
12. Due to the variety of events there is no special event occupancy load information available. This depends on the event and the flow of occupants during an event.
13. These plans will be reviewed annually by the Expo Manager, Parks Director, and Safety Coordinator.
14. These plans will be maintained on site and available for review by all employees. A copy will be sent to: Fire Prevention Bureau, 101 Court St., Oshkosh, WI 54901.



PROPER DISPOSAL OF ASHES (FIREPLACES, PELLET STOVES, WOODBURNERS, ETC.)

With the increased use of outdoor fireplaces and alternative heating methods (pellet stoves, corn burners, etc.) the City of Oshkosh has had an increase in fires due to careless/improper disposal of the leftover ashes. Even after several days piles of ashes can hold enough heat to reignite and start a fire. Therefore, extra care should be used in the storage and final disposal of them.

- ▶ First of all, make sure there are no hot spots left in the ashes. This is done either by soaking them in water or leaving them sit for a few days if practical (and then double checking them for hot spots). Besides doing this for the above-mentioned appliances this also holds true for cigarette and charcoal grill ashes.
- ▶ Secondly, all ashes should be stored in a fire-resistant (metal) container with a tight fitting cover (buckets made especially for storage of ashes are available at many area retailers). They should NEVER be disposed of in a plastic garbage bag or can, a cardboard box, or paper grocery bag. While this sounds obvious, it happens way too often.
- ▶ This metal container should then be placed away from anything that can burn. It should NOT be placed next to the firewood pile, up against the garage, on or under a wooden deck, or under a porch—all of these have started fires in the City of Oshkosh.
- ▶ After sitting in this metal container for a week the ashes are then safe to dispose of in your trash.





CITY OF OSHKOSH FIRE DEPARTMENT FOOD VENDOR REQUIREMENTS

***ALL REQUIREMENTS ARE PER
THE 2009 INTERNATIONAL FIRE CODE***

ALL Tents Must:

- 1) Be certified FLAME RESISTANT—with NFPA 701 Label
- 2) Have a “NO SMOKING” sign posted.
- 3) Be placed 20 FEET from any cooking area/device.



NO EATING IS ALLOWED IN ANY TENT IN WHICH COOKING TAKES PLACE UNLESS PREVIOUSLY APPROVED BY THE FIRE DEPARTMENT.

Fire Extinguisher(s) Required:

- 1) A minimum of one 5 lb, ABC, dry chemical (2A:20B:C) fire extinguisher is required for all tents.
- 2) If deep frying or cooking with oil, a minimum of a 10 lb, ABC (4A:40B:C) extinguisher or 1 Class K extinguisher *and* one 5 lb, ABC, dry chemical (2A:20B:C) extinguisher is required.

Allowable Distances of Other Cooking Areas From Any Structures (Including Tents):

- 1) Charcoal cooking – 20 FEET.
- 2) LP gas (NOT cooking with oil/grease)
 - LESS THAN OR EQUAL TO 500 GALLON container of LP—10 FEET
 - GREATER THAN 500 GALLON container of LP—25 FEET
- 3) Electric (cooking with oil/grease) – 20 FEET.
 - Unit must be: Electric, Commercially Manufactured, & UL Listed
- 4) Electric cooking (NOT cooking with oil/grease) – 10 FEET.
- 5) **NO OPEN FLAMES ALLOWED**



ALL VIOLATIONS MUST BE CORRECTED IMMEDIATELY

PLEASE NOTE:

This is not a complete listing of the fire regulations, only an example of commonly violated regulations. The Fire Chief may modify the above regulations. The Fire Chief has the ultimate authority of regulations by Local & State Law.

**Fire Prevention Bureau, City of Oshkosh Fire Department
(920) 236-5241**

fireprevention@ci.oshkosh.wi.us



CITY OF OSHKOSH FIRE DEPARTMENT INDOOR VENDOR REQUIREMENTS

***ALL REQUIREMENTS ARE PER
THE 2009 INTERNATIONAL FIRE CODE***

Booths, Table Curtains/Drapes/Decorations Must Be Fire Retardant.

- 1) Plastic table drapes are NOT ALLOWED
- 2) Table draping must be treated by the manufacturer or exhibitor. Fire protection certificate must be submitted or available for proof of fire resistive treatment.
- 3) Natural vegetation is only allowed as decorations IF treated with fire retardant.

A minimum of one 5lb dry chemical (2A:10B:C) fire extinguisher is required (within 75 feet).

DO NOT Block Fire Extinguishers, Exit Ways/Doors, Do Not Cover Exit Signs.

Spark Producing Devices Are Allowed ONLY WITH THE APPROVAL OF THE FIRE CHIEF.

- 1) No open flame devices are allowed.
- 2) No welding, soldering or brazing is allowed.

Vehicles or Trailers on Display:

- 1) Vehicles must contain less than 5 GALLONS of fuel.
- 2) The fuel fill cap must be taped over.
- 3) The battery must be disconnected.

Fueled Accessories (Generators, Blowers, Chain Saws, etc.):

- 1) Must not be running or operable
- 2) Batteries disconnected if applicable
- 3) Little or no fuel in the fuel tank
- 4) The fuel tank must be taped over

**THE FIRE CHIEF MUST APPROVE THE DISPLAY OR USE OF FLAMMABLE AND/OR
COMBUSTIBLE LIQUIDS**

PLEASE NOTE:

This is not a complete listing of the fire regulations, only an example of commonly violated regulations. The Fire Chief may modify the above regulations. The fire Chief has the ultimate authority of regulations by Local & State Law.

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**SUNNYVIEW EXPO CENTER
PROCEDURES FOR ELECTRICAL AND WATER HOOK-UPS**

The following procedures are put in place as per Administrative Directive by the Winnebago County Parks Committee, to comply with City of Oshkosh and State of Wisconsin electric and water utility municipal codes. Lessee's with questions concerning these procedures may contact the Winnebago County Parks Department. Please call (920) 232-1960.

Procedures for Electrical Hook-ups

In compliance with regulations stated in the National Electric Code – Article #525.13, and permit requirements for the City of Oshkosh, Expo Center management will not take an active role in administering the direct hook-up of portable wiring systems into the Expo Center's electrical services. Portable wiring systems requiring direct wiring into the Expo Center's electrical service for each device or each vendor must be checked by an independent electrician, contracted by the Lessee, and licensed for the City of Oshkosh, prior to being directly hooked-up. The contracted electrician will inspect the integrity of each of the vendor's external wiring systems and, given his discretion, proceed to hook the portable wiring system into the Expo Center's electrical services using a specified connector. In addition, vendors are required to have said electrician present to administer the disconnection of said portable wiring systems from the Expo Center's electrical services.

In situations where *standard plug-ins* are used to draw electricity, be aware that the Winnebago County Electrician will have final say in determining how to resolve situations where vendors have exceeded the amperage load capacity of the electrical service they are plugged into. Furthermore, all portable wiring systems are required to be of materials consistent with an extra hard usage cord (Black SO).

Finally, vendors not in compliance with Article #525.13 will be required to make the appropriate adjustments at their own costs, before being permitted access to a power source. Also, vendors who attempt to circumvent these procedures will have their power turned-off and may be denied future hook-up(s).

HVAC equipment is also under the jurisdiction of the County Facilities Department.

Procedures for Water Hook-ups

The City of Oshkosh supplies the Expo Center with a safe water source. In return, the Parks Department is required by state and local ordinances and codes to continue to insure the safety of the water as it is distributed throughout the Expo Center grounds.

In order to be in compliance with these state and local mandates, the Expo Center management requires all vendors to follow regulations detailed in the Department of Commerce Administrative Code - Article 82.41 regarding cross connection control (see attachment).

As a means to assure enforcement of Article 82.41, all vendors hooking up to an Expo Center water source will be required to have their hook-up system(s) checked by the Winnebago County Plumber, prior to being connected. This individual will inspect the integrity of the vendor's water hook-up system(s) and, given his discretion, proceed to hook the system(s) into an Expo Center water outlet using an appropriate hose connection vacuum breaker(s) supplied

by the vendor (see attachment). Vendors may disconnect their own systems at the conclusion of an event.

In addition, all vendors serving carbonated drinks will be required to have in use, an appropriate backflow preventer for carbonated beverage machines (see attachment). Prior to hook-up, the Winnebago County Plumber will examine such fixtures to determine compliance with Article 82.41. Vendors found to have an unacceptable backflow preventer(s) will be required to replace said fixture(s) at their cost, before being hooked-up.

Finally, by order of the City of Oshkosh Superintendent of Water Utilities, "No unauthorized person shall open any fire hydrants, nor shall any person obstruct or interfere with the use of any fire hydrant. Authorized personnel would be: Fire Department and Water Utility personnel."

Vendors who attempt to circumvent any of the aforementioned procedures, may be denied access to a water source for the duration of the event.

Electrical and Plumbing Emergency Procedures

Due to the transfer of the Parks Department Electrician and Parks Department Plumber to the Facilities and Property Management Department, beginning in 2009 the procedure for emergent situations will be thus. As before, in the event of an emergency of an electrical or plumbing nature the Lessee is to contact the Expo Staff on site. If no Expo Staff is on site a call is to be placed to the Assistant Expo Manager's or the Expo Operations Supervisor's County cell phone. In turn the Assistant Expo Manager or Expo Operations Supervisor will begin a process whereby the resources of the County's Facilities and Property Management Department will begin to be employed in order to address the emergency. Once a description of the situation has been passed on to the Facilities and Property Staff the department supervisor will issue a response that Expo Staff will summarily convey to the Lessee. This dialogue will give the status of the Facilities and Property Management Department's position as it relates to how and when the problem will be addressed.

Effective Severe Weather Planning Strategy for Families, Large Outdoor Events, and Businesses



Plan	<p>Use this guide to develop a weather safety plan. Address each weather threat as it applies to your home, your location and your employees (flood, hail, blizzard, extreme heat/cold, tornado, and extreme wind).</p> <p>Consider time of day when safety planning.</p> <ul style="list-style-type: none"> ● Peak tornado occurrence is 4-9 pm ● Peak high wind occurrence is 4-9 pm
Practice	<p>Awareness training—Conduct meetings to make sure everyone knows the plan.</p> <p>Practice the plan—conduct awareness briefings/drills:</p> <ul style="list-style-type: none"> ● Evaluate time needed to shelter ● Evaluate suitability of shelters <p>Other ways to prepare:</p> <ul style="list-style-type: none"> ● Severe Weather Awareness Week—participate in tornado drill day ● Attend storm spotter training
Monitor	<p>Have a designated Weather Watcher to monitor the sky and NWS “watches” and “warnings.”</p> <p>Available information, before, during, after a storm:</p> <ul style="list-style-type: none"> ● Outlook: what to expect that day ● Watch: within a few hours ● Warning: severe thunderstorm, tornado within an hour (or minutes!) ● Have a NOAA Weather Radio available to monitor severe weather information ● Online weather information—http://www.weather.gov/grb ● Smart phone app to monitor the weather and receive warnings <p>Two-way communication:</p> <ul style="list-style-type: none"> ● Get information from your weather watchers ● Get the word out to family members, your employees, and spectators/participants
Act	<p>Be proactive.</p> <p>Establish sheltering/response criteria:</p> <ul style="list-style-type: none"> ● Based on watches, warnings, reports, other? ● Consider how much time you need for people to reach shelter <p>How will action be initiated?</p> <ul style="list-style-type: none"> ● Means of communication ● Backup plan <p>Where will people go?</p> <p>Appropriate shelter? Recommended safe rooms:</p> <ul style="list-style-type: none"> ● Interior of building ● Room without windows ● Roof tied to walls; walls tied to foundation ● Protection from “missiles” (flying objects) ● FEMA safe room guidelines—http://www.fema.gov/safe-rooms ● NWS school/building safety—http://www.weather.gov/grb/schools <p>Enough space?</p> <ul style="list-style-type: none"> ● Visitors, especially large groups ● People leading the group must have and know the safety plan ● Enough time to get there ● How will you communicate an “all-clear”?

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