

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-WCFA2021-2025

RENTAL AGREEMENT entered into this ___ of January 2021 by and between Winnebago County Fair Association, c/o Mike Domke, 2892 Ruschfield Drive, Oshkosh WI 54904 (hereinafter referred to as the "LESSEE", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (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: **the Exposition Building- Center Hall, West Wing, South Wing, Kitchen, Ticket Box Office and Event Office, Barns A, B, C, D, and E, Barn A-Addition and Overhang, Food Court, Covered Arena, Registration Office-Covered Arena, Support Room-Covered Arena, Announcer Stand-Covered Arena, Outdoor Arena, Toilet/Shower Buildings 1 and 2, Grandstands A and B, Grandstand Concession Stand, Grandstand Restrooms A and B, Grandstand Announcer Booth, Sunnyview Stadium Stage, Sunnyview Stadium Pole Building West Office and Garage Areas, All Parking and Camping Areas, 4H Garage, and Milk House. Upon annual written request of the LESSEE, and at LESSOR'S discretion, specified portions of the Community Park may be made available for use. Rental shall not include Expo Maintenance Garage, Winnebagoland BMX, or Kids Kart Club Areas** (hereinafter referred to as the "PREMISES").

2. **TERM.** The term of this Rental Agreement shall be 5 years and shall commence on January 1, 2021 and terminate on December 31, 2025. Occupation of the grounds shall take place on each of the following dates:

July 27, 2021 at 8:00 A.M. and shall terminate on August 10, 2021 at 11:00 P.M.. Set up days, July 27, 28, 29, 30, 31, August 1, 2 and 3, 2021. Event days, August 4, 5, 6, 7 and 8, 2021. Take down days, August 9, 10 and 11, 2021.

July 26, 2022 at 8:00 A.M. and shall terminate on August 10, 2022 at 11:00 P.M.. Set up days, July 26, 27, 28, 29, 30, 31, August 1 and 2, 2022. Event days, August 3, 4, 5, 6, and 7, 2022. Take down days,

31 **August 8, 9 and 10, 2022.**

32 **July 25, 2023 at 8:00 A.M. and shall terminate on August 9, 2023 at 11:00 P.M.. Set up days, July 25,**
33 **26, 27, 28, 29, 30, 31, August 1, 2023. Event days, August 2, 3, 4, 5 and 6, 2023. Take down days,**
34 **August 5, 6 and 7, 2023.**

35 **July 23, 2024 at 8:00 A.M. and shall terminate on August 7, 2024 at 11:00 P.M.. Set up days, July 23,**
36 **24, 25, 26, 27, 28, 29 and 30, 2024. Event days, July 31, August 1, 2, 3 and 4, 2024. Take down days,**
37 **August 5, 6 and 7, 2024.**

38 **July 22, 2025 at 8:00 A.M. and shall terminate on August 6, 2025 at 11:00 P.M.. Set up days, July 22,**
39 **23, 24, 25, 26, 27, 28 and 29, 2025. Event days, July 30 and 31, August 1, 2, 3, 2025. Take down days,**
40 **August 4, 5 and 6 2025.**

41 Set up days begin the Tuesday prior to first event day. Event days are Wednesday through Sunday, and take
42 down days are the Monday, Tuesday and Wednesday following the final event day. During the term of this Rental
43 Agreement, **LESSEE** shall be granted limited access to the **PREMISES** throughout the calendar year for purposes
44 of Fair related activities.

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

48 4. **PARKING.** **LESSEE** shall have the right to use the parking facilities located: **in parking lots 1, 2, 3,**
49 **4, 5, 6, 7 & 11** as indicated on attached Exhibit "D". Parking is not allowed along roadways posted as such, nor in the
50 manure pit or in designated fire lanes. Violators shall be susceptible to citations from the Oshkosh Police
51 Department. **Campers and trailers shall remain to the east of the yellow line on the east side of parking lot#1**
52 **when using the camping area south of the food court.**

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

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

56 B. **LESSEE** shall arrange the camping facility in a well designed fashion so as to provide no more than
57 230 camping sites with a minimum 20' x 30' to maximum 20' x 40' size per site.

58 C. **LESSEE** shall provide a series of 12' wide corridors spaced throughout the camping facility so as to

- 59 provide unobstructed routes of ingress and egress.
- 60 D. Camping will be restricted to one RV unit per site and/or one steering wheel per site.
- 61 E No more than ten (10) persons allowed per site.
- 62 F. Persons under 18 years of age must be accompanied by a parent, or guardian.
- 63 G. No solicitation allowed at camp facilities.
- 64 H. Security facilities will be provided twenty-four (24) hours per day throughout the event. A minimum of
- 65 2 (two) security personnel will be specifically assigned to patrol areas of the Expo grounds each of the event
- 66 nights from 11:00 p.m. to 6:00 a.m..
- 67 I. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit campfires shall be
- 68 prohibited in these areas.

69 6. **USE and LEGAL REQUIREMENTS**

70 A. **LESSEE** shall use the **PREMISES** for the purpose of conducting the annual Winnebago County

71 Fair. **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall

72 comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, NEC NFPA

73 70E Arc Flash Standards, all ADA requirements and all Expo Policies enacted by Administrative Directive in

74 the use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In

75 addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time

76 to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any

77 violation by **LESSEE** of any law, rule, regulation, or ordinance while using the **PREMISES**.

78 B. **LESSEE** understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat.

79 sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36(3), the County may be obligated to produce, to a third

80 party, the records of **LESSEE** that are "produced or collected" by the **LESSEE** under this Agreement

81 ("Records"). **LESSEE** is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of

82 Records subject to disclosure under this paragraph, and **LESSEE** acknowledges that it has read and

83 understands that definition. Irrespective of any other term of this Agreement, **LESSEE** is (1) obligated to

84 retain Records for seven years from the date of the Record's creation, and (2) produce such Records to the

85 County if, in the County's determination, the County is required to produce the records to a third party in

86 response to a public records request. **LESSEE'S** failure to retain and produce Records as required by this

87 paragraph shall constitute a material breach of this Agreement, and **LESSEE** must defend and hold the
88 County harmless from liability due such breach.

89 7. **NOISE CONTROL AND CURFEW.** **LESSEE** agrees that there shall be no running of an
90 organized motor sports event or excessive noise from vehicles, or concert music on the **PREMISES** later than
91 11:00 p.m. unless variance is granted with a Special Event Permit issued by the City of Oshkosh. **LESSEE** shall
92 comply with any reasonable rules and regulations as **LESSOR** and/or the City of Oshkosh may impose from time
93 to time. **LESSEE shall provide proof of any Special Event Permits issued by the City of Oshkosh no later**
94 **than thirty (30) days prior to first set up day.**

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

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

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

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

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

12 E. **LESSEE shall not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills,**
13 **lithographs, posters or cards of any description inside or in front of or on any part of the buildings, except**
14 **upon the grandstand or the regular billboards provided by the LESSOR therefore, and then only such as**

15 relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down and
16 remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description
17 objected to by the **LESSOR'S** Manager. All signs, advertisements, showbills, lithographs, posters or cards
18 permitted by **LESSOR** shall be removed on or before the final day of the current annual lease term.

19 F. **LESSEE** shall be allowed to install a non-lighted single 4' x 8' sign on the 4' high fence located on
20 the west side of the Expo main entrance and a non-lighted single 4' x 8' sign on the 4' high fence located on
21 Highway 76. Said signs shall be for purposes of advertising the **LESSEE'S** organization and event.
22 Installation shall be allowed no earlier than thirty (30) days prior to first set up day and removal must take
23 place on or before the final take down day of the current annual lease term.

24 G. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or freely
25 move about the **PREMISES** and the decision of the **LESSOR** in this respect shall be final. **LESSEE** will
26 permit no chair or movable seat to be or remain in a passageway and shall keep passageways clear at all
27 times. No portion of the sidewalks, entries, passages, vestibules, halls and stairways or access to public
28 utilities or said buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to
29 and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire Department
30 regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be responsible for obtaining
31 knowledge of said regulations. Doors, skylights, stairways or openings that reflect or admit light into any place
32 in buildings, and house lighting attachments shall not be covered or obstructed by the **LESSEE**. The utility
33 closets or other water apparatus shall not be used for any other purpose than that for which they were
34 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. The
35 **LESSEE** shall pay for any damage resulting to them from misuse of any nature or character what-so-ever.

36 H. **LESSEE** shall correctly fill or cause to be filled, at **LESSEE'S** expense, all tent stake, and/or fence
37 post holes driven into any surface within the **PREMISES** prior to the last take down day.

38 I. **LESSEE shall be responsible for the prompt removal of all mud, debris and animal waste**
39 **that may accumulate on Sunnyview Exposition Center roadways and buildings during set up days,**
40 **event days and take down days.** Removal of mud, debris and animal waste shall also be considered a
41 part of the post event clean-up process.

- 42 J. **LESSEE** shall be responsible for pick up and removal of any and all event trash, mud, or dirt left
43 on the Sunnyview Exposition Center grounds the event. If **LESSEE** fails to remove said debris prior to last
44 post event clean-up day following the conclusion of the event, **LESSOR** shall have the right to complete
45 clean up operations and bill the **LESSEE** the full cost of removal. The **LESSEE** shall pay said bill to the
46 **LESSOR** within ten (10) business days of receipt of said bill.
- 47 K. It is stipulated by the parties that the performance by the **LESSEE** of its obligation with respect to
48 the trash, mud/dirt debris pick up, and cleaning of the **PREMISES**, shall be to the satisfaction of the
49 **LESSOR**.
- 50 L. **LESSEE** shall provide for thorough cleaning of all areas of the **PREMISES** on set up days,
51 event days and take down days. These sites shall include, but are not limited to all restrooms, the main
52 Exposition building, all barns, the Covered Arena, food court, both grandstands (on top and underneath),
53 and all other leased buildings and grounds. **LESSEE** shall be required to clean up and remove all event
54 related materials and equipment located east of Expo Drive within two (2) days following the conclusion of
55 the event. All remaining clean up activities shall be completed within three (3) days following the
56 conclusion of the event.
- 57 M. With just cause for safety or sanitary concerns, **LESSOR** may, at its discretion, shutdown or
58 restrict use of various support facilities within the **PREMISES**. **LESSEE** shall be obligated to honor and
59 enforce any such shutdown or restricted use. **LESSOR** shall not be liable for compensation of any kind to
60 the **LESSEE** for such shutdown or restricted use.
- 61 N. **Smoking and/or vaping is not allowed inside any building within the boundaries of the**
62 **exposition center.**
- 63 O. No helium balloons with attached strings are allowed in any part of the Expo Building at any time.
64 Repair of damage to the **PREMISES** or to overhead fans resulting from entangled balloons or balloon strings
65 shall be paid for by the **LESSEE**.
- 66 P. **LESSEE** shall announce the location of fire exits ten (10) minutes before the start of each program
67 whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety Plan and Fire
68 Evacuation Plan.
- 69 Q. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has entered

70 into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to music performed on
71 the **PREMISES** and covering the **EVENT** hereunder.

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

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

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

83 U. **LESSOR** may make such alterations and repairs to the rented buildings, and other facilities it deems
84 necessary including construction of new buildings or facilities, parking lots or camping areas. **LESSEE** shall
85 reconfigure operations of their event to accommodate said alterations, repairs or construction/reconstruction
86 as necessary. Reconfiguration of facility use shall be subject to approval by the Parks Director prior to first
87 event set up day. Said construction/reconstruction of asphalt parking lots may include the installation of
88 permanent sleeves to accommodate tent stakes. **LESSEE** shall not erect any tents, or other amenities
89 requiring any type of hole what so ever in any asphalt paved surface area of the **PREMISES**, only pre-
90 installed sleeves shall be used for staking of such amenities. **LESSOR** shall not be responsible for any
91 expenses incurred by **LESSEE** to accommodate such reconfiguration of the **PREMISES**.

92 V. Use of the Sunnyview Stadium pull track shall be subject to the following:

93 a. **LESSEE** shall provide immediate clean-up of all mud, clay and debris throughout the
94 Sunnyview Stadium including in and around the pull track following every use of the facility to prevent
95 build-up within gravel screening areas, and storm drains (i.e. there will be no grace period allowed in
96 order to facilitate coordinating activities and/or resources with another promoter);

97 b. **LESSEE** may be required to provide either a bond, a security deposit, or ready stock pile of

98 lime screenings on site prior to the event in order to assure the **PREMISES** is returned to the
99 **LESSOR** in satisfactory condition prior to the final take down day of each calendar year of the lease
00 term. **LESSOR** retains the right to require **LESSEE** to acquire the services of the County Highway
01 Dept. to provide the necessary clean up and repair work that may be left over from the event and to
02 thereafter require **LESSEE** to provide reimbursement for said clean up and repairs.

03 **9. VENDOR OPERATIONS**

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

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

11 C. **All vendors shall be required to dispose of used grease, gray water and black water in the**
12 **appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from**
13 **the PREMISES and the Winnebago County Health Department shall issue a citation to the LESSEE.**
14 **Receptacles must be emptied and removed at LESSEE'S expense prior to last set up day of annual**
15 **lease term.**

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

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

19 F. **No less than thirty (30) days prior to the first set up day, LESSEE shall furnish to the**
20 **Winnebago County Insurance Administrator a complete list of its vendors participating in the current**
21 **annual County Fair event.**

22 1. For those vendors on the aforementioned list which are additional insureds under
23 **LESSEE'S** insurance coverage, **LESSEE** shall furnish or cause to be furnished a Certificate
24 of Insurance to the Winnebago County Insurance Administrator no less than thirty (30) days
25 prior to first set up day.

26 2. As to all other vendors on the aforementioned list, **LESSEE** shall furnish or cause to be
27 furnished any such Vendor's Certificate of Insurance to the Winnebago County Insurance
28 Administrator no less than thirty (30) days prior to first set up day.

29 F. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions
30 from the City of Oshkosh/Winnebago County and provide proof of such permits to the LESSOR no less
31 than thirty (30) days prior to first set up day.

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

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

39 11. UTILITIES AND ELECTRICAL CONNECTIONS.

40 A. **LESSEE** shall be responsible for payment of all charges for electrical, gas, water, storm water,
41 sewer and telephone, including special hook-ups and services relating thereto, and motor vehicle fuel use
42 which occurs during its use and occupancy of the leased **PREMISES**.

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

46 C. Charges for motor fuel shall be based on actual usage recorded on fuel use logs and the per gallon
47 price in effect at that time.

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

51 D. **LESSEE** agrees to give prior notice to **LESSOR** of any modifications in electrical service that involve
52 the **PREMISES** not less than five (5) days prior to first set up day. Said modifications shall be performed by
53 the County Electrician after written permission from the Parks Director is granted.

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

62 12. **DIGGER'S HOTLINE**

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

69 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on the
70 **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled to **LESSOR'S**
71 satisfaction via **LESSOR** approved method within three (3) working days following the final event day. Holes
72 left unfilled after the aforementioned deadline shall be filled by **LESSOR** at **LESSEE'S** expense.

73 13. **INDEMNIFICATION.**

74 A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or
75 **LESSEES'** agents, servants, employees or property, from any cause, prior, during or subsequent to the term
76 of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or liability of any
77 kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any other portion of the
78 Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily injury to or death of any
79 person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect
80 or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees,
81 invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by

82 **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or
83 subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the
84 **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as
85 described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely
86 from the negligence of the **LESSOR**.

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

94 14. **MISCELLANEOUS.**

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

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

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

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

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

09 F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or

10 entitle **LESSEE** to a rebate from **LESSOR**.

11 15. **ADDITIONAL PROVISIONS.**

12 A. **LESSEE** shall provide an adequate number of Dumpsters for refuse that shall be emptied daily by
13 **LESSEE**. Dumpster rental and charges for the same are the sole responsibility of **LESSEE**.

14 B. **LESSEE** shall provide for all trash disposal and recycling of recyclable materials produced on the
15 **PREMISES** during set up days, event days and take down days, as a result of the event as needed
16 throughout the annual lease term. **LESSEE** shall arrange for Dumpsters to be emptied and removed prior
17 to the last post-fair clean up day and have all said materials hauled to the Winnebago County Solid Waste
18 Landfill with recyclables hauled to the Winnebago County Solid Waste Recycling Facility. Alternative
19 methods of livestock waste removal shall be permitted with permission from Expo Manager.

20 C. **LESSEE** shall ensure that participants do not dump animal refuse, shavings or manure in
21 any area of the **PREMISES** outside of the manure pit and manure holding areas located within the
22 livestock complex. **LESSEE** shall be responsible for emptying of said pit and holding areas, as
23 often as necessary during set up days, event days, and take down days, to provide a safe and
24 sanitary environment for participants and attendees of the event, while maintaining compliance
25 with any manure storage permits already in place for the facility.

26 D. **LESSEE** shall establish on the **PREMISES** a reliable means of weather monitoring which shall be
27 capable of receiving up-to-the-moment information pertaining to threatening weather conditions and
28 related advisories. Such means for weather monitoring shall be in place and activated during the course
29 of the entire event.

30 E. **LESSEE** shall be prepared to implement comprehensive action plan(s) capable of addressing
31 various threats to spectator and participant safety at any time during the event. Plan(s) shall include, but
32 not be limited to, the following issues: warning and appropriate response to emergency weather
33 conditions; traffic accidents affecting access points into and out of the Sunnyview Exposition Center; and,
34 deviations in normal crowd behavior (i.e. spectator rowdiness, etc.). **Said plan(s) shall be in writing and**
35 **be reviewed, a minimum of sixty (60) days prior to first set up day or June 1st of each calendar year**

36 **by the Winnebago County Emergency Management Director.** LESSEE shall be obligated to make the
37 recommended changes and LESSOR'S judgement in this issue shall be final.

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

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

46 G. **Should LESSEE subcontract with any vendor or promoter other than that which is currently**
47 **under contract with Winnebago County for management of the Sunnyview Stadium venue, all**
48 **applicable stipulations for operations of the stadium contained within said current venue manager**
49 **contract shall apply to all subcontracted vendors and promoters programming activities within the**
50 **stadium.**

51 H. LESSEE shall have permission to utilize gasoline or liquid propane powered generators for electrical
52 power during the term of the event.

53 I. LESSEE shall provide LESSOR a plan for event security utilizing off-duty and/or auxiliary police in
54 addition to any private security hired by LESSEE. Said plan shall include, but not be limited to, information on
55 the numbers and types of security personnel available on the grounds each day, how they are to be
56 allocated, how peak ingress and egress situations will be handled, policing of locations selling intoxicating
57 beverages, medical personnel available, and any other information which will enhance LESSOR'S ability to
58 review the plan. **Said plan shall be available to LESSOR for review no later than sixty (60) days before**
59 **first set up day.** If in the judgement of LESSOR changes in the security plan are required, LESSEE shall be
60 obligated to make the recommended changes and LESSOR'S judgement in this issue shall be final.

61 J. **Camping.** Camping for vendors, event staff and participants on PREMISES shall be allowed **only**
62 **in designated areas. Electrical and water hook ups must be from approved outlets (see Exhibits "D"**
63 **and "E"). Camping registration onsite shall be done in a timely and organized manner. No camping tents shall**

64 be set up in line for camping registration at any time.

65 K. Public address and sound systems other than Exposition Center public address system, and
66 Grandstand portable system, shall be the sole responsibility of **LESSEE**. **LESSEE** shall be liable for all
67 charges incurred in rental and set-up/take down of these public address and sound systems. **LESSEE** shall
68 be required to page patrons on the grounds in the event of an emergency. **LESSOR** shall install portable PA
69 system in the Grandstand for use by **LESSEE** prior to event opening. **LESSEE** shall meet with **LESSOR** to
70 insure placement, volume, and general instructions on use of the system are provided. **LESSEE shall notify**
71 **LESSOR a minimum of one week prior to first event day if portable system is not needed.**

72 K. **LESSEE** shall provide at its own cost and expense, a local business office and agent to manage
73 promotion of the event and serve as a contact for all information related to the event. The telephone number,
74 email address, web site and any other social media sites shall be actively publicized as the contacts for all
75 event information.

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

77 (1) Lost and found facility.

78 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:

79 (a) UPS and other deliveries.

80 (b) Vendor concerns and set-up.

81 (c) Carnival personnel and set-up.

82 (3) A headquarters furnished with computer access, FAX machine, copier, and telephones for
83 incoming and outgoing calls with the number(s) published so public inquiries are handled by
84 **LESSEE'S** staff. These same items in the Parks Department offices will not be made available for
85 use by **LESSEE**.

86 N. **LESSEE shall provide LESSOR with the following information a minimum of thirty (30) days**
87 **prior to the first set up day:**

88 (1) Camping area location(s), rates, telephone number to call for reservations, the telephone
89 number of the campground(s) (if applicable) and the number of sites at each location.

90 (2) A schedule of events taking place during the County Fair and the time they are to take place.

91 This shall be updated as often as necessary to remain current.

92 (3) Charges for all events, to include ticket charges and purchase options, package deals, and
93 parking fees.

94 (4) A reproducible layout map of the event site, no larger than 8 1/2" x 14".

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

98 P. In order to facilitate the preparedness of area emergency response teams, LESSEE shall
99 provide the Chief of the Oshkosh Fire Department with an overview of all emergency response plans
00 and resources being utilized during the event. Said communication shall be completed no later than
01 thirty (30) days prior to first set up day.

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

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

10 S. **LESSEE** shall ensure that all gray water and black water and cooking oil/grease from
11 camping units or vendors on the **PREMISES** shall be disposed of in the proper manner. Removal of
12 any receptacles used to collect said water or used cooking oil/grease are considered part of event
13 clean up and shall be removed prior to the last take down day of the annual lease term. Unlawful
14 dumping of gray or black water or cooking oil/grease onto the **PREMISES** shall result in a citation
15 from the Winnebago County Health Department to the **LESSEE**.

16 T. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper
17 receptacles placed on the **PREMISES** for this purpose. Any firewood brought onto the **PREMISES** must be
18 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event.

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

20 area provided on the PREMISES for this purpose. Washing of animals in an improper location shall
21 result in a citation from the Winnebago County Health Department or the Wisconsin Department of
22 Natural Resources to the LESSEE.

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

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

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

32 19. **NAMING RIGHTS/SPONSORSHIP**

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

38 B. Should LESSOR enter into a licensing agreement that provides for the exclusive sale of certain
39 brands of concessions or beverage goods upon the PREMISES, LESSEE shall be bound by the terms of
40 said licensing agreement provided LESSOR has presented LESSEE with written notification of the
41 obligatory conditions of the licensing agreement. Sale of alternate brands of concessions or beverage
42 goods by LESSEE shall be deemed in breach of contract. LESSEE shall be obligated to complete change
43 within 365 days of notification by LESSOR at LESSEE'S expense.

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

47 D. LESSOR'S Sponsors shall have access to an area near the south east corner of the Center Hall for

48 purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to
49 the public and those events deemed Private on the official expo calendar. A mutually agreeable alternate
50 area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor,
51 **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

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

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

61 20. **LESSEE LEGAL STATUS.**

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

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

71 21. **TERMINATION OF AGREEMENT**

72 Should **LESSEE** or **LESSOR** fail to substantially comply
73 with any material provision of this Rental Agreement, **LESSEE** or **LESSOR** shall have the right to terminate this
74 Rental Agreement if said breach occurs during the lease term, upon five (5) days written notice to **LESSEE** or
75 **LESSOR**, or upon 24 hours prior written notice to **LESSEE** or **LESSOR** if said breach occurs during the operation
of the County Fair and upon **LESSEE'S** or **LESSOR'S** failure to cure said breach within 24 hours of receipt of

76 said notice.

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

79 LESSEE: Mike Domke
80 2892 Ruschfield Dr.
81 Oshkosh, Wisconsin 54904

82 LESSOR: Rob Way
83 625 E. County Road Y
84 Oshkosh, Wisconsin 54901

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

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

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

WINNEBAGO COUNTY (LESSOR)

By: _____
County Executive

90

County Clerk

LESSEE(S): WINNEBAGO COUNTY FAIR ASSOCIATION:

91

_____(Seal)

92

Title

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EXHIBIT "A" - INSURANCE

A minimum of thirty (30) days prior to holding the event or participating in the event, LESSEE, at its own cost and 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. 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. Liquor Liability (if alcohol on Premises)
3. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
4. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
5. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional 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 Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**