

**SUNNYVIEW EXPOSITION CENTER**  
**RENTAL AGREEMENT**

**CONTRACT NO. EC-061122MULTI**

1 RENTAL AGREEMENT by and between **Wisconsin Pony of the Americas Assoc., c/o Heather**  
2 **Kessler, 1503 Spring St. Schofield WI 54476, 715-216-6452, heather71185@gmail.com** (hereinafter  
3 referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh,  
4 Wisconsin 54903 (hereinafter referred to as "**LESSOR**").

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

7 1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this  
8 Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the**  
9 **Covered Arena, Covered Arena-Registration Office, Covered Arena-Support Room, Covered Arena-**  
10 **Announcer Stand, Toilet/Shower Buildings 1&2, Outdoor Arena, Barns C, & D, P.A. System, Camping**  
11 **Area Lot #2 and South of Food Court** (hereinafter referred to as the "**PREMISES**").

12 2. **TERM.** The term of this Rental Agreement shall commence on the following:

13 **June, 9, 2022 at 7:00 A.M. and shall terminate on June 13, 2022 at 11:00 P.M. Set up days**  
14 **June 9 and 10, 2022. Event days June 11 and 12, 2022. Take down day June 13, 2022.**

15 **June, 8, 2023 at 7:00 A.M. and shall terminate on June 12, 2023 at 11:00 P.M. Set up days**  
16 **June 8 and 9, 2023. Event days June 10 and 11, 2023. Take down day June 12, 2023.**

17 **June, 6, 2024 at 7:00 A.M. and shall terminate on June 10, 2024 at 11:00 P.M. Set up days**  
18 **June 6 and 7, 2024. Event days June 8 and 9, 2024. Take down day June 10, 2024.**

19 3. **RENTAL FEES and DEPOSITS.** The rental fee for the **PREMISES** shall be as follows:

20 **Covered Arena – Complete Use - \$9,228.00, Barns C and D - \$5,100.00, Camping Lot #2 and South of**  
21 **Food Court- \$753.00, Utilities - \$930.00, 2 day event x 3 years. (PLUS animal waste removal,**  
22 **container rental and dumping fees and Pepsi Bottling Group Sales to be billed to LESSEE after**  
23 **receipt and review of invoices by LESSOR.)** Rental fees are subject to 5% sales tax where applicable.

24 **TOTAL FEE: \$16,011.00**, which shall be due and payable by **LESSEE** to **LESSOR** according to the  
25 following:

26           A.     Reservation Deposit. LESSEE shall pay a reservation deposit of \$1,375.00 (equal to  
27 approximately 25% of total fee due for first year), to secure performance by LESSEE of all of the terms and  
28 conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon  
29 reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from  
30 the total fee due (line 24).

31           B.     Supplemental Deposits LESSEE shall pay a supplemental deposit of \$1,375.00 (equal to  
32 approximately 25% of the total fee due per year) on or before January 2, 2022. LESSEE shall pay a second  
33 supplemental deposit of \$1,335.00 (equal to approximately 25% of the total fee due) on or before January 2,  
34 2023. LESSEE shall pay a third supplemental deposit of \$1,352.00 (equal to approximately 25% of the total  
35 fee due) on or before January 2, 2024. (The supplemental deposits are non-refundable and shall be  
36 deducted from the total fee due (line 24).

37           C.     Balance Due. LESSEE shall pay the remaining balances due \$2,496.00 to LESSOR  
38 before the close of business 4:30 P.M. CST/CDT on or before June 9, 2022, \$4,022.00 on or before  
39 June 8, 2023 and \$4,056.00 on or before June 6, 2024. If the remaining balance due LESSOR is not  
40 received from LESSEE by the due dates and times (lines 37, 38 and 39), keys for the opening of reserved  
41 buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.

42           D.     First Right of Refusal LESSEE shall reserve the first right of reservation for the same  
43 calendar dates in the year following the end of the current Rental Agreement term within ten (10) business  
44 days of the last take down day of the current Rental Agreement term via telephone call or email message to  
45 LESSOR. Once a multi-year Rental Agreement term has expired and LESSEE has not begun another multi-  
46 year Rental Agreement if LESSOR receives a request for the same calendar dates LESSEE has previously  
47 held under a multi-year Rental Agreement LESSOR shall notify LESSEE via telephone call or email  
48 message on said inquiry. LESSEE shall have ten days from transmittal of said notification to reply to  
49 LESSOR in writing of LESSEE'S intentions for the future dates in question.

50           4.     PARKING. LESSEE shall have the right to use the parking facilities located in parking  
51 areas #2, #3, and #4. See attached map. Parking is not allowed along roadways posted as such, nor

52 in the manure pit or fire lanes. Violators shall be susceptible to citations from the Oshkosh Police  
53 Department. Campers and trailers shall remain east of the yellow line on the east side of parking  
54 lot#1 when using the camping area south of the food court.

55 5. USE AND LEGAL REQUIREMENTS.

56 A. **LESSEE** shall use the **PREMISES** for the purpose of conducting a horse show. **LESSEE** shall  
57 not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all  
58 state and federal laws, rules, and regulations, ADA requirements, all applicable municipal  
59 ordinances, NEC NFPA 70E Arc Flash Standards, and all Expo Policies enacted by Administrative  
60 Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances. See  
61 Exhibits “B” and “C. In addition, **LESSEE** shall abide by and conform with all rules and regulations  
62 adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall  
63 indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or  
64 ordinance while using the **PREMISES**.

65 B. **LESSEE** understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat.  
66 sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36(3), the County may be obligated to produce, to  
67 a third party, the records of **LESSEE** that are “produced or collected” by the **LESSEE** under this  
68 Agreement (“Records”). **LESSEE** is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory  
69 definition of Records subject to disclosure under this paragraph, and **LESSEE** acknowledges that it  
70 has read and understands that definition. Irrespective of any other term of this Agreement, **LESSEE**  
71 is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2)  
72 produce such Records to the County if, in the County’s determination, the County is required to  
73 produce the records to a third party in response to a public records request. **LESSEE’S** failure to  
74 retain and produce Records as required by this paragraph shall constitute a material breach of this  
75 Agreement, and **LESSEE** must defend and hold the County harmless from liability due such breach.

76 6. MAINTENANCE and OPERATION. During the term of this agreement:

77 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep

78 the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor or  
79 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or  
80 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.  
81 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,  
82 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

87 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine  
88 or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene, naphtha  
89 or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for  
90 illuminating the **PREMISES**.

91 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the  
92 yellow-stripped floor markings located inside the Center Hall overhead door entranceway.

93 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,  
94 showbills, lithographs, posters or cards of any description inside or in front of or on any part of the  
95 buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only such  
96 as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down  
97 and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any  
98 description objected to by the **LESSOR'S** Manager.

99 F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or  
100 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect  
101 shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and  
102 shall keep passageways clear at all times. No portion of the sidewalks, entries, passages,  
103 vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by the

104 **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at  
105 all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and exit  
106 door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors,  
107 skylights, stairways or openings that reflect or admit light into any place in the buildings, and house  
108 lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other  
109 water apparatus shall not be used for any other purpose other than that for which they were  
110 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein.  
111 Any damage resulting to them from misuse of any nature or character whatever shall be paid for by  
112 the **LESSEE**.

113 G. **Smoking is not allowed within any building within the boundaries of the exposition**  
114 **center.**

115 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**  
116 in the same condition as at the commencement of the term, ordinary wear and tear excepted.

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

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

124 7. **CONCESSIONS.**

125 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the  
126 term of this agreement: **hot and cold sandwiches, snacks, candy, soda.** **No other articles,**  
127 **other than those listed herein, shall be sold by LESSEE** without the expressed written consent of  
128 the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for  
129 the sale of the aforementioned concessions from the City of Oshkosh and/or Winnebago County and

130 provide proof of such permits to the **LESSOR**.

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

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

138 8. **INSURANCE**. **LESSEE** shall, at its own expense, obtain insurance in accordance with  
139 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The  
140 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in  
141 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required  
142 herein. *If attendees are staying over between events **LESSEE'S** insurance certificate must cover those*  
143 *additional days.*

144 9. **UTILITIES**. **LESSEE** shall be responsible for payment of the cost of utilities utilizing  
145 payment method **"A."** as shown below. The selection of the payment method shall be at the sole discretion  
146 of **LESSOR**.

147 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the  
148 utility fee is shown on page 1 in Section 3 - Rental.

149 10. **DIGGERS HOTLINE**.

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

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

161           11.       **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury  
162           incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,  
163           during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any  
164           damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto  
165           and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily  
166           injury to or death of any person, or by reason of any damage to property of third persons occasioned by any  
167           act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,  
168           guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the  
169           activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**  
170           or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall  
171           defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or  
172           property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or  
173           damages resulting solely from the negligence of the **LESSOR**.

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

181           12.       **MISCELLANEOUS.**

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

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

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

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

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

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

198 13. **Additional Provisions.**

199 A. **LESSEE shall rake manure and bedding from stalls to walkways in barns at**  
200 **termination of event. All stalls shall be cleaned to the gravel or to the concrete floor. Stall**  
201 **doors shall be closed. Stalls rented by LESSEE from a vendor other than LESSOR shall be**  
202 **picked clean and left un-raked if they are to be used in conjunction with the following event**  
203 **or taken down upon completion of current event. LESSOR shall contract with a vendor to**  
204 **furnish a means for removal of animal refuse from manure pits and manure holding areas to**  
205 **be continuously emptied until all manure is removed from PREMISES (alternate methods of**  
206 **manure removal may be used if approved by Expo Manager). LESSOR shall furnish two**  
207 **minimum 8 yd. container units for garbage which shall be taken to the Winnebago County**



208 **Landfill. Recyclable materials must be sorted and disposed of in the marked recycling**  
209 **containers for transport to the Winnebago County Recycling Facility.**

210 B. **LESSEE** shall ensure that all gray water and black water from camping units on the  
211 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water  
212 onto the **PREMISES** will result in a citation from the Winnebago County Health Department to the  
213 **LESSEE**.

214 C. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper  
215 receptacles placed on the **PREMISES** for this purpose. Any firewood must be completely burned or  
216 removed from the **PREMISES** by the **LESSEE** at the termination of the event.

217 D. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack  
218 area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall  
219 result in a citation from the Winnebago County Health Department or the Wisconsin Department of  
220 Natural Resources to the **LESSEE**.

221 E. **LESSOR reserves the right to require a written COVID 19 plan for social distancing,**  
222 **event participants, and food service, if advised to do so by the Winnebago County Health**  
223 **Department.**

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

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

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

233 17. **NAMING RIGHTS/ SPONSORSHIP**

234 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the  
235 **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional  
236 and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or  
237 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete  
238 change.

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

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

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

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

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

260 the scheduled event.

261 18. The entire agreement of the parties is contained herein and this agreement supersedes any

262 and 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\_\_\_\_.

**WINNEBAGO COUNTY (LESSOR)**

By: \_\_\_\_\_  
County Executive

\_\_\_\_\_  
County Clerk

**LESSEE(S):**

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

## 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. 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 coverage's:
  - 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)
2. 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".
3. 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"**.
4. **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.**