

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC011720MULTI

RENTAL AGREEMENT by and between **Jodie Vandermolen, d/b/a Winnegamie Home Builders Association, 4041 Hwy. 91, Oshkosh, WI 54904, (920) 235-2962** (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, Ticket Box Office, and Kitchen** (hereinafter referred to as the "PREMISES").

2. **RENTAL FEES, TERMS**

The rental fee for the PREMISES shall be as follows: **\$17,910.49 - building rental (Center Hall, South Wing, West Wing, Ticket Box Office and Kitchen), \$877.15 - utility fee, \$1,020.00 – table/chair rental, \$3,961.54 – set-up additional (1) day, \$51.00 – tax.** Rental fees are subject to 5% sales tax where applicable. **TOTAL FEE: \$23,820.18 (PLUS Pepsi Bottling Group Sales and dumpster charges post billed to LESSEE),** which shall be due and payable by LESSEE to LESSOR according to the following:

The term of this Rental Agreement shall be in effect for the following dates and total rental fee for each use of the PREMISES (including 5% sales tax where applicable):

January 14, 2020 at 7:00 A.M. and shall terminate on January 20, 2020 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 14, 15 and 16, 2020. Event Days January 17, 18 and 19, 2020. Take down day January 20, 2020.

January 19, 2021 at 7:00 A.M. and shall terminate on January 25, 2021 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 19, 20 and 21, 2021. Event Days January 22, 23 and 24, 2021. Take down day January 25, 2021.

January 18, 2022 at 7:00 A.M. and shall terminate on January 24, 2022 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 18, 19 and 20, 2022. Event Days January 21, 22 and 23, 2022.

Take down day January 24, 2022.

3. **DEPOSIT and REFUNDS.**

A. **Reservation Deposit.** LESSEE shall pay a deposit of **\$1,900.00** (equal to approximately 25% of total contract price), 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 (line 15).

B. **Supplemental Deposit.** LESSEE shall pay a supplemental deposit of **\$N/A** (equal to approximately 25% of the total fee due) on or before **N/SA, 20_**(approximately three months prior to the event set up date Section 2). The supplemental deposit is non-refundable and shall be deducted from the total fee due (line 15).

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 set up day of the annual lease term (Section 2).** If the remaining balance due LESSOR is not received from LESSEE by the due dates and times (Section 2), keys for the opening of reserved buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.

D. **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 of a multi-year Rental Agreement. Once a multi-year Rental Agreement term has expired and LESSEE has not begun another multi-year Rental Agreement if LESSOR receives a request for the same calendar dates LESSEE has previously held under a multi-year Rental Agreement, LESSOR shall contact LESSEE via email and/or telephone informing LESSEE of said request. LESSEE shall have ten days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for the future.

4. **PARKING.** LESSEE shall have the right to use the parking facilities located **in parking area #1.**

See attached map.

5. **USE.** LESSEE shall use the PREMISES for the purpose of **conducting a Home & Outdoor Living Show.** 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, NEC NFPA 70E Arc Flash Standards, ADA regulations, 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 **PREMISES**.

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

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

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

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

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

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

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

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

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

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

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

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

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

display or transport purposes.

7. **CONCESSIONS.**

A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the term of this agreement: **brats, hot dogs, hot beef, chips, soda, beer, wine, popcorn.** **No other articles, other than those listed herein, shall be sold by LESSEE** without the expressed written consent of the **LESSOR.**

Alcohol will be served. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh and/or Winnebago County and provide proof of such permits to the **LESSOR.**

B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the **PREMISES** unless permission to do so has been granted by the **LESSOR.** Said machines are 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.

8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the 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.

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

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

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

or damages of any kind.

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

11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior, during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees, invitees, 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). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

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.

12. **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**.

13. **Additional Provisions.**

A. **LESSEE shall not drive any vehicle or trailer in the south wing of the exposition building. All unloading/loading in the south wing shall be done by hand.**

B. **LESSOR shall furnish 2 (two), 8 yd. dumpsters for the removal of refuse. All refuse is to be deposited in dumpsters provided by LESSOR at closing of event. All refuse shall be deposited at the Winnebago County Landfill. All recyclable materials shall be separated from garbage refuse by LESSEE and deposited in the dumpster provided by LESSOR for recycling purposes. LESSOR shall post bill LESSEE for garbage container rental and dumping fees.**

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

D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper receptacles placed on the **PREMISES** for this purpose. Any firewood brought onto the **PREMISES** must be completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event. No firewood may be brought onto the **PREMISES** from a distance further away than 50 miles as per WDNR.

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

14. 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.

15. 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.

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

17. **NAMING RIGHTS/ SPONSORSHIP**

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 promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete change.

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

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

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

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

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

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