

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. **EC-070618multi**

1 This RENTAL AGREEMENT by and between **Life Promotions, Inc. c/o Dave Romenesko, 2030**
2 **American Drive, Neenah WI 54956, ph. 800-955-5433 or (920) 738-5588,**
3 **dromenesko@lifepromotions.com** (hereinafter referred to as the "LESSEE", whether one or more) and
4 Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as "LESSOR").

5 **LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter
6 contained, 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 **entire Sunnyview Exposition Center with the exception of the WinnebagoLand BMX and Kid's Kart**
10 **Club track areas, pit areas, and buildings. In addition, LESSEE may utilize both sides of the existing**
11 **roadway and hard surface parking areas within the north end of the Winnebago County Community**
12 **Park from Sport Road north to County Road Y, and Shelters 1, 2, 3, 4 and the Pavilion.** (hereinafter
13 referred to as the "PREMISES").

14 2. **TERM.**

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

17 **July 6, 2018 at 7:00 A.M. and shall terminate on July 18, 2018 at 11:00 P.M. Total Use**
18 **Fee \$25,000.00.** No charge for grandstand facility stage use. Limited set up days (outlying
19 areas of **PREMISES** only) beginning the Friday prior to the first event day, full set up
20 permitted beginning the Monday prior to the first event day. Event days July 12, 13, 14 and
21 15, 2018. Take down days the Monday through Wednesday following the last event day.

22 **July 5, 2019 at 7:00 A.M. and shall terminate on July 17, 2019 at 11:00 P.M. Total Use**
23 **Fee \$25,000.00.** No charge for grandstand facility stage use. Limited set up days (outlying
24 areas of **PREMISES** only) beginning the Friday prior to the first event day, full set up
25 permitted beginning the Monday prior to the first event day. Event days July 11, 12, 13 and
26 14, 2019. Take down days the Monday through Wednesday following the last event day.

27 July 3, 2020 at 7:00 A.M. and shall terminate on July 15, 2020 at 11:00 P.M. Total Use
28 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
29 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
30 permitted beginning the Monday prior to the first event day. Event days July 9, 10, 11, and
31 12, 2020. Take down days the Monday through Wednesday following the last event day.

32 July 2, 2021 at 7:00 A.M. and shall terminate on July 14, 2021 at 11:00 P.M. Total Use
33 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
34 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
35 permitted beginning the Monday prior to the first event day. Event days July 8, 9, 10, and 11,
36 2021. Take down days the Monday through Wednesday following the last event day.

37 July 1, 2022 at 7:00 A.M. and shall terminate on July 13, 2022 at 11:00 P.M. Total Use
38 Fee \$25,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
39 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
40 permitted beginning the Monday prior to the first event day. Event days July 7, 8, 9, and 10,
41 2022. Take down days the Monday through Wednesday following the last event day.

42 June 30, 2023 at 7:00 A.M. and shall terminate on July 12, 2023 at 11:00 P.M. Total
43 Use Fee \$30,000.00. No charge for grandstand facility stage use. Limited set up days
44 (outlying areas of PREMISES only) beginning the Friday prior to the first event day, full set
45 up permitted beginning the Monday prior to the first event day. Event days July 6, 7, 8, and
46 9, 2023. Take down days the Monday through Wednesday following the last event day.

47 July 5, 2024 at 7:00 A.M. and shall terminate on July 17, 2025 at 11:00 P.M. Total Use
48 Fee \$30,000.00. No charge for grandstand facility stage use. Limited set up days (outlying
49 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
50 permitted beginning the Monday prior to the first event day. Event days July 11, 12, 13, and
51 14, 2024. Take down days the Monday through Wednesday following the last event day.

52 July 4, 2025 at 7:00 A.M. and shall terminate on July 16, 2025 at 11:00 P.M. Total Use

53 **Fee \$30,000.00.** No charge for grandstand facility stage use. Limited set up days (outlying
54 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
55 permitted beginning the Monday prior to the first event day. Event days July 10, 11, 12, and
56 13, 2025. Take down days the Monday through Wednesday following the last event day.

57 **July 3, 2026 at 7:00 A.M. and shall terminate on July 15, 2026 at 11:00 P.M. Total Use**
58 **Fee \$35,000.00.** No charge for grandstand facility stage use. Limited set up days (outlying
59 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
60 permitted beginning the Monday prior to the first event day. Event days July 9, 10, 11, and
61 12, 2026. Take down days the Monday through Wednesday following the last event day.

62 **July 2, 2027 at 7:00 A.M. and shall terminate on July 14, 2027 at 11:00 P.M. Total Use**
63 **Fee \$35,000.00.** No charge for grandstand facility stage use. Limited set up days (outlying
64 areas of PREMISES only) beginning the Friday prior to the first event day, full set up
65 permitted beginning the Monday prior to the first event day. Event days July 8, 9, 10, and 11,
66 2027. Take down days the Monday through Wednesday following the last event day.

67 3. **RENTAL FEES, DEPOSIT and REFUNDS.** The rental fee for the PREMISES shall be as
68 follows: **TOTAL RENTAL: \$285,000.00 – entire grounds rental for ten (10) consecutive lease**
69 **terms, no charge for stage use at grandstand, \$35,000.00 – rental of Winnebago County**
70 **Community Park parking areas and Shelters 1, 2, 3, 4 and the pavilion. (PLUS Pepsi Bottling**
71 **Group L.L.C. in house firewood sales and Dumpster rentals, to be billed to LESSEE after all**
72 **invoices have been received and reviewed by LESSOR)** Rental fees are subject to 5% sales
73 tax where applicable. **TOTAL FEE: \$320,000.00** which shall be due and payable by LESSEE to
74 LESSOR according to the following:

75 A. **Reservation Deposit.** LESSEE shall pay a reservation deposit of **\$8,000.00** (equal to
76 approximately 25% of total fee due), to secure performance by LESSEE of all of the terms and
77 conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon
78 **February 1 of each calendar year of lease term.** The reservation deposit payment is non-

79 refundable and shall be deducted from the total fee due (line 73)

80 B. **Supplemental Deposit.** LESSEE shall pay a supplemental deposit of **\$8,000.00** (equal to
81 approximately 25% of total fee due) on or before **April 1 of each calendar year of the lease term**
82 (approximately three months prior to first event set up day. Section 2). Supplemental deposit is
83 non-refundable and shall be deducted from the total fee due (line 73).

84 C. **Balance Due.** LESSEE shall pay the remaining balance due to LESSOR before **the close**
85 **of business 4:30 P.M. CST/CDT on or before July 1 of each calendar year of the lease term.** If
86 the remaining balance due LESSOR is not received from LESSEE by the due date and time (lines
87 84 and 85), keys for the opening of reserved buildings shall not be checked out to LESSEE and use
88 of the PREMISES shall be denied.

89 **Security Deposit** LESSEE shall pay a Security Deposit of **\$4,500.00** to LESSOR as guarantee
90 that the PREMISES shall be returned to LESSOR in the same condition as at the commencement
91 of the term. Said deposit shall be paid annually to LESSOR by separate check or money order, on
92 or before **July 1 of each calendar year of the lease term.** Failure on the part of LESSEE to
93 comply with Lease Agreement obligations or excessive damage to the PREMISES shall be just
94 cause for LESSOR to retain all or part of the security deposit. The security deposit shall be
95 returned to LESSEE if all Lease Agreement obligations are fulfilled.

96 D. **First Right of Refusal** LESSEE shall reserve the first right of reservation for the same
97 calendar dates in the years following the end of the Rental Agreement term of a multi-year Rental
98 Agreement. Once a multi-year Rental Agreement term has expired and LESSEE has not begun
99 another multi-year Rental Agreement if LESSOR receives a request for the same calendar dates
100 LESSEE has previously held under a multi-year Rental Agreement, LESSOR shall contact
101 LESSEE via email and/or telephone informing LESSEE of said request. LESSEE shall have ten
102 days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for
103 the future

104 E. **Option to Renew** LESSEE shall have the option to renew this Rental Agreement for an

105 additional ten (10) year term, provided that the **LESSEE** is not in default, has not substantially
106 violated any provision of this Rental Agreement and has provided written notice of intent to exercise
107 the option to renew to the **LESSOR** no later than ninety (90) days prior to the termination of the
108 prior lease term. Terms and conditions of this Rental Agreement for any option period shall be the
109 same as substantially contained herein, notwithstanding any paragraphs to the contrary contained
110 within the Rental Agreement, except for those terms relating to rental price and insurance.

111 Subsequent Rental Agreements shall include a five percent (5%) increase to the base price for the
112 final calendar of the previous lease term, compounded annually, any improvements made by
113 **LESSOR** during the current lease term shall be added to the total annual rental fee as per the
114 Sunnyview Exposition Center Rental Fee Schedule in effect at the time of renewal. There shall be
115 no charge applied for use of the stage at the grandstand facility included in a future multi-year rental
116 agreement. The Winnebago County Community Park shall be excepted from any renewal
117 agreement, but may be added at a later date with appropriate compensation due **LESSOR**.

118 4. **PARKING.**

119 A. **LESSEE** shall have the right to use the parking facilities located at **parking lots #1 - #7,**
120 **and lawn parking areas within the Sunnyview Expo Center grounds. Both sides of the**
121 **existing roadway and hard surface parking areas north of Sport Road within the Winnebago**
122 **County Community Park. Parking lots for Shelters 1, 2, 3, 4 and the pavilion within the**
123 **Winnebago County Community Park. Parking in the Winnebago County Community Park**
124 **Best Friends Dog Park parking area shall make available twelve (12) parking stalls for dog**
125 **park patron usage. Parking on lawn areas shall be done only if conditions permit. See**
126 **attached map.**

127 B. **LESSEE** shall have the right to charge for parking during the term of the event, fees to be
128 determined by **LESSEE**. Users of the **PREMISES** or other nearby **LESSOR** owned properties, not
129 participating in music festival activities, shall not be charged for parking. Other users of the
130 **PREMISES**, Winnebagoland BMX, and Kids Kart Club shall be allowed on the **PREMISES** during

131 the lease term only be special written agreement with **LESSEE**. A copy of said written agreement
132 shall be provided to **LESSOR** a minimum of five (5) days prior to first day of annual lease term.

133 5. **SPECTATOR CAMPING.**

134 A. **LESSEE** shall have the right to set-up spectator camping facilities in the following areas of
135 the **PREMISES** (including any areas acquired by **LESSOR** during the term of this Rental
136 Agreement upon **LESSOR'S** written approval):

- 137 (1) Along the southwest edge of the property, and within the grass islands south of the
138 food court and south of the grandstand and Barn E;
- 139 (2) In the grass area east of Barn E and the former R.C. Flyer and former Community
140 Garden areas;
- 141 (3) In the 11 acre area east of the R/C Flyer service road and west of the YMCA
142 property as well as the areas known as Vaughan's Corner and Binner Bayou;
- 143 (4) The open area formerly known as the racetrack pit area; and,
- 144 (5) In a 260' X 290' grass area lying east of the pit area east berm and west of the
145 L.W.C.D. Nature Area, known as the Back Forty.
- 146 (6) In the area located south of the covered arena to County Rd. Y.
- 147 (7) In the area located north and east of the covered arena.
- 148 (8) The gravel area of parking lot #1 and the former main stage area, lot #6.

149 B. **LESSEE** shall arrange the camping facility in a well designed fashion so as to provide no
150 more than 2,700 camping sites with a minimum 20' x 30' to maximum 20' x 40' size per site.
151 Camper units over 27' long must be placed in the largest available site.

152 C. **LESSEE** shall provide a series of 20' wide corridors spaced throughout the camping facility
153 so as to provide unobstructed routes of ingress and egress.

154 D. Camping will be restricted to one RV unit per site and/or one steering wheel per site, with
155 areas provided for additional vehicles outside of camping spaces.

156 E. A limit of five (5) small pop-up tents will be allowed per site.

- 157 F. No more than ten (10) persons allowed per site.
- 158 G. Persons under 18 years of age must be accompanied by a parent, or guardian.
- 159 H. No animals allowed except registered service animals utilized to assist those with
160 disabilities.
- 161 I. No solicitation allowed at camp facilities.
- 162 J. Security and medical assistance facilities will be provided twenty-four (24) hours per day
163 throughout the event. A minimum of four (4) security personnel will be specifically assigned to
164 patrol areas of the camping facilities each of the event nights from 11:00 p.m. to 4:00 a.m.
165 **LESSOR** reserves the right to change the minimum number of security personnel required to
166 comply with any ordinance enacted by the City of Oshkosh.
- 167 L. All generators must be equipped with a muffler and be restricted from running between the
168 hours of 1:00 A.M. to 6:45 A.M.
- 169 M. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit
170 campfires shall be prohibited in these areas.
- 171 6. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a Christian**
172 **music festival concert.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated
173 herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, including ADA access
174 rules, all applicable municipal ordinances and all Expo Policies enacted by Administrative Directive in the
175 use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C".
176 **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule,
177 regulation, or ordinance while using the **PREMISES**.
- 178 7. **MAINTENANCE and OPERATION.** During the term of this agreement:
- 179 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
180 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor
181 or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
182 permit others to drive nails, hooks, tacks or screws into any part of any building demised hereunder.

183 **LESSEE** shall not affix or allow others to affix duct tape of any kind to any ceiling, floor, wall,
184 window, table surface or appurtenances thereof. Only blue painters tape shall be allowed inside the
185 exposition building. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

190 C. **LESSEE** shall not post or exhibit or allow to be posted or exhibited type of print advertising
191 such as signs, posters or cards of any description inside or in front of or on any part of the buildings,
192 except those which relate to the event taking place on the **PREMISES**. **LESSEE** shall take down
193 and remove forthwith all print advertising as aforementioned, objected to by the **LESSOR**. All print
194 advertising, permitted by **LESSOR** shall be removed immediately at termination of the event.

195 E. **LESSEE** shall at all times conform to City of Oshkosh Fire Department regulations relating
196 to aisle widths and exit door accessibility. **LESSEE** shall be responsible for being knowledgeable of
197 said regulations.

198 F. **Smoking is not allowed within any building within the boundaries of the exposition**
199 **center.**

200 G. **LESSEE** shall not visually block or in any way hinder spectator access to potable water
201 source(s) placed on the **PREMISES**.

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

204 I. No helium balloons with attached strings are allowed in any part of the Exposition Building
205 at any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons
206 or balloon strings shall be repaired and **LESSEE** shall be invoiced for said repair.

207 J. Within 30 days prior to the event, the **PROVIDER** shall represent and warrant that it has
208 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to

209 music performed on the **PREMISES** and covering the event hereunder.

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

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

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

220 8. **CONCESSIONS.**

221 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for
222 the term of this agreement: **hot and cold sandwiches, pizza, pre-packed snacks and**
223 **concession items, soda, coffee; various souvenir items to include but not be limited to t-**
224 **shirts, sweatshirts, compact disks, tape recordings, plastic beverage containers, sunglasses**
225 **and the like.** No alcoholic beverages will be served. Glass drinking containers are prohibited on
226 the **PREMISES**. With the exception of empty plastic drinking containers, and items used for
227 medical purposes, **LESSEE** shall be permitted to prohibit the admittance of "carry-in" food and
228 beverage items onto the **PREMISES**. **LESSEE** shall secure all necessary permits required for the
229 sale of the aforementioned concessions from the City of Oshkosh/Winnebago County and **provide**
230 **proof of such permits to the LESSOR.**

231 B. **LESSEE** shall not post "Out of Order" notices or un-plug any vending machines on the
232 **PREMISES**. Said machines are under the control of **LESSOR** and shall not be tampered with.

233 9. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with
234 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The

235 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
236 the absence of **LESSEE'S** provision of a certificate of insurance indicating coverage as is required herein.

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

240 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the
241 utility fee is included in the total use fee. See section 2 (A).

242 11. **DIGGERS HOTLINE.**

243 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
244 agencies, as well as **LESSOR**, to locate all utility lines on the **PREMISES** if **LESSEE**, its vendors,
245 agents, servants or employees shall be inserting into the ground tent stakes, posts, poles, or other
246 below grade appurtenances. Failure of **LESSEE** to locate utility lines shall obligate **LESSEE** to
247 repair or replace any damaged utility line at **LESSEE'S** sole expense and to reimburse **LESSOR** for
248 any lost revenue or damages of any kind.

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

254 12. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
255 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,
256 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any
257 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto
258 and any other portion of the Sunnyview Exposition Center, and the Winnebago County Community Park, by
259 reason of any bodily injury to or death of any person, or by reason of any damage to property of third
260 persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers,

261 agents, representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said
262 **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including
263 claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the
264 **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability
265 arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be
266 responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

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

274 13. **TERMINATION OF AGREEMENT.** Should **LESSEE** fail to substantially comply with any
275 material provision of this Rental Agreement, **LESSOR** may terminate this Rental Agreement if said breach
276 occurs prior to June 1, of each lease term, upon 30 days written notice to **LESSEE**, and if said breach
277 occurs subsequent to July 1, of each lease term upon 48 hours prior written notice to **LESSEE** and upon
278 **LESSEE'S** failure to cure said breach within 24 hours of receipt of said notice.

279 14. **MISCELLANEOUS.**

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

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

285 C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an
286 agreement in writing, and signed by the party against whom enforcement of any waiver, change,

287 modification or discharge is sought.

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

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

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

296 G. **Contract Provisions.** All parts of this rental agreement shall be reviewed annually after
297 the completion of each event by both **LESSOR** and **LESSEE**. Mutually agreed upon changes to
298 the agreement for the subsequent year shall be included by written extension to this rental
299 agreement.

300 15. **ADDITIONAL PROVISIONS.**

301 A. Dumpster rental and charges for the same are the sole responsibility of **LESSEE**.
302 **LESSOR** shall contract with Winnebago County's vendor to supply a minimum of four, twenty (20)
303 yard units and eight, (8) yard units to be post billed to **LESSEE** by **LESSOR** after receipt and review
304 of all applicable invoices. **LESSEE** shall arrange to have dumpsters emptied, with refuse taken to
305 the Winnebago County Landfill and recyclables taken to the Winnebago County Recycling Facility,
306 as often as necessary to maintain clean, sanitary conditions on the **PREMISES**.

307 B. **LESSEE** shall provide rental toilets and hand-washing facilities with adequate water always
308 available, in adequate numbers so as to have ample sanitary facilities for the maximum anticipated
309 attendance on the **PREMISES**. The number shall be based on 2 toilets/300 people (unisex) plus a
310 minimum of 1 handicap accessible unit/250 people or the current Wisconsin Department of Health
311 Standard, whichever is more stringent. **LESSOR** reserves the right to change the number of toilets
312 required to comply with any ordinance or policy enacted by the City of Oshkosh or Winnebago

313 County Health Department.

314 C. **LESSEE** shall provide **LESSOR** a plan for event security utilizing off-duty and/or auxiliary
315 police in addition to any private security hired by **LESSEE**. Said plan shall include, but not be
316 limited to, information on the numbers and types of security personnel available on the grounds
317 each day, how they are to be allocated, how peak ingress and egress situations will be handled,
318 medical personnel available, and any other information which will enhance **LESSOR'S** ability to
319 review the plan. Said plan shall be available to **LESSOR** for review no later than June 1, of each
320 lease term. If in the judgement of the **LESSOR**, changes in the security plan are required, **LESSEE**
321 shall be obligated to make the necessary changes and **LESSOR'S** judgement in this issue shall be
322 final. **LESSOR** reserves the right to change the number of security personnel required to comply
323 with any ordinance enacted by the City of Oshkosh.

324 D. **LESSEE** shall establish a twenty-four (24) hour weather monitoring system capable of
325 receiving up-to-the-moment information pertaining to threatening weather conditions and related
326 advisories.

327 E. **LESSEE** shall be prepared to implement comprehensive action plan(s) capable of
328 addressing various threats to spectator safety at any time during the event. Plan(s) shall include,
329 but not be limited to, the following issues: Warning and appropriate response to emergency
330 weather conditions; deviations in normal crowd behavior (i.e. gang activity, gate crashing, etc.).
331 Said plan(s) shall be in writing and be reviewed a minimum of 7 (seven) days prior to the event by
332 the Winnebago County Emergency Government Director. If in the judgement of the **LESSOR**,
333 changes in the action plan(s) are required, **LESSEE** shall be obligated to make the necessary
334 changes and **LESSOR'S** judgement in this issue shall be final.

335 F. **LESSEE** shall comply with all directives regarding firewood issued by the WDNR.

336 H. **Community Park Parking.** **LESSEE** and **LESSOR** agree that both sides of the existing
337 roadway, as well as all parking areas and hard surfaces, within the Winnebago County Community
338 Park north of Sport Road shall be available for parking with the exception of 12 parking stalls in the

339 dog park area parking lot. See attached map. **LESSOR'S** judgment as to the ability of an area to
340 be utilized for parking shall be final. For purposes of safety and crowd control, **LESSEE** shall take
341 measures to establish a safe route of ingress and egress for pedestrians crossing County Road Y
342 near the main entrance to the Community Park. These measures shall include the use of signage,
343 barricades and attendants to supervise road crossings. Any damage to these areas shall be
344 repaired at the sole expense of **LESSEE**. **LESSEE** shall not allow any parking for concert patrons
345 in any parking lots south of Sport Road, and the James P. Coughlin Center building parking lots
346 (See attached map).

347 I. Public address and sound systems shall be the sole responsibility of **LESSEE**. **LESSEE**
348 shall be liable for all charges incurred in rental and set-up/take down of the public address and
349 sound systems. **LESSEE** shall page patrons on the grounds in the event of an emergency.

350 J. **LESSEE** shall be allowed to display banners, posters, signs or showbills relating to the
351 event to be held at the **PREMISES**. All banners, posters, signs or showbills, along with any
352 appurtenances used to attach the same, shall be removed from the **PREMISES** at the termination
353 of the event.

354 K. **LESSEE** shall provide at its own cost and expense, a local business office and agent to
355 manage promotion of the event and serve as a contact for all information related to the event. The
356 telephone number, web site and email address, for the event business office shall be actively
357 publicized as the phone number, web site and email address to use for all event information.

358 L. **LESSEE** shall provide the following on the **PREMISES** during the term of this rental
359 agreement:

- 360 (1) Lost and found facility.
- 361 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:
 - 362 (a) UPS and other deliveries.
 - 363 (b) Vendor concerns and set-up.
 - 364 (c) Camping locations and set-up.

365 (d) Volunteer and staff check in/out.
366 (3) A headquarters furnished with a computer with printer and telephones for incoming
367 and outgoing calls with the number(s) and email address(es) published so public inquiries
368 are handled by **LESSEE'S** staff. These same items in the Parks Department offices shall
369 not be made available for use by **LESSEE**.

370 M. **LESSEE** shall provide **LESSOR** with the following information a minimum of two months
371 prior to the event:

372 (1) Camping area location(s), rates, contact information for reservations, contact
373 information for the campground(s) (if applicable) and the number of sites at each location.

374 (2) A schedule of bands and activities. This shall be updated as often as necessary to
375 remain current.

376 (3) Charges for the event to include ticket charges and purchase options, package
377 deals, and parking/camping fees.

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

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

382 O. In order to facilitate the preparedness of area emergency response teams, **LESSEE** shall
383 provide the Chief of the Oshkosh Fire Department with an overview of all emergency response
384 plans and resources being utilized during the event. Said communication shall be completed no
385 later than June 1, of each lease term.

386 P. With the exception of the **LESSEE**, **LESSEE'S** employees, security, contracted vendors, and
387 registered overnight campers, all other persons must leave the **PREMISES** between the hours of
388 2:30 a.m. and 5:30 a.m.. No events which are open to the public may be held during these curfew
389 hours. Violators of this policy are subject to any and all City of Oshkosh ordinance violations
390 applicable.

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

395 17. **ARBITRATION.**

396 A. This Agreement shall be covered by the laws of the State of Wisconsin.

397 B. Claims, disputes, and other matters in question between the parties to this Agreement
398 arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in
399 accordance with the American Arbitration Association rules then pertaining, upon the express
400 written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the
401 following shall govern any such proceedings:

402 (1) The American Arbitration Association shall submit a panel of five arbitrators to the
403 parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate
404 the dispute. The party initiating the first strike shall be determined by the winner of a coin
405 flip.

406 (2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid
407 by the party initiating the proceeding) shall be borne equally by the parties. Each party
408 shall pay his own legal fees and expenses incurred in connection with the proceeding.

409 (3) Any arbitration shall take place in the City of Oshkosh, Winnebago County,
410 Wisconsin.

411 (4) Unless otherwise agreed by the parties, the arbitration hearing in this matter shall
412 be limited to one day in length with the arbitrator providing each side equal time to present
413 its case during that day.

414 (5) That any discovery proceeding shall be limited to the thirty (30) day period prior to
415 the date of the arbitration hearing. The party requesting the discovery shall pay for all costs
416 incurred by the opposite party, except for attorney's fees, related to the discovery

417 procedure, including, but not limited to witness and reporter's fees related to depositions,
418 photocopying fees, postage fees, and delivery fees.

419 (6) That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall
420 issue a written decision which shall include written findings of fact and conclusions of law.

421 (7) The proceeding and arbitration shall be governed by the laws of the State of
422 Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

423 18. **AUTHORIZED ENTRANCE** Duly authorized agents of **LESSOR** have the right to enter the
424 **PREMISES** at any time during any event to inspect, repair and/or maintain the building(s) and/or grounds.

425 19. **NAMING RIGHTS**

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

431 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of certain
432 brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** and **LESSEE'S** agents,
433 vendors, and third party renters, shall be bound by the terms of said licensing agreement provided
434 **LESSOR** has presented **LESSEE** with written notification of the obligatory conditions of the
435 licensing agreement. Sale of alternate brands of concessions or beverage goods by **LESSEE** shall
436 be deemed in breach of contract.

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

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

443 on the official expo calendar.

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

449 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
450 merchandise during events within the Sunnyview Exposition Center grounds that take place in
451 other areas than those stated in Section 19 D. and E. Said area shall be mutually agreed upon
452 by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks
453 prior to the scheduled event.

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

457 LESSEE: Life Promotions Inc.
458 Attn: Dave Romenesko
459 2030 American Drive
460 Neenah, Wisconsin 54956

461
462
463 LESSOR: Winnebago County Parks Department
464 Attn: Rob Way
465 625 E. County Road Y
466 Suite 500
467 Oshkosh, Wisconsin 54901

468 21. The entire agreement of the parties is contained herein and this agreement supersedes any
469 and all oral agreements and negotiations between the parties relating to the subject matter hereof. Should
470 any part of this agreement be held to be invalid by a Court of law, said ruling shall not invalidate the
471 remainder of this Agreement.

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: LIFE PROMOTIONS, INC.

_____(Seal)

Title

Approved as to Form:

John Bodnar-Winnebago County
Corporation Counsel

Date

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.**