

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

**CONTRACT NO. EC-021821multiyr**

1 RENTAL AGREEMENT by and between **National Take a Kid Hunting Foundation Inc., c/o**  
2 **Robert P. Pucci, 1111 W. Delevan Dr., Janesville, WI 53545, (608) 752-6677** (hereinafter referred to as  
3 the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903  
4 (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 **Exposition Building - Center Hall, West Wing, Kitchen, and Ticket Box Office** (hereinafter referred to as  
10 the "**PREMISES**").

11 2. **TERM, RENTAL FEES.**

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

14 **February 18, 2021 at 7:00 A.M. and shall terminate on February 21, 2021 at 11:00 P.M.**

15 **Total Use Fee = \$6,462.50. Set up day February 18, 2021. Event Days February 19, 20 and 21,**  
16 **2021. Take down day February 22, 2021.**

17 **December 2, 2021 at 7:00 A.M. and shall terminate on December 5, 2021 at 11:00 P.M.**

18 **Total Use Fee = \$6,462.50 Set up day December 2, 2021. Event Days December 3, 4 and 5,**  
19 **2021. Take down day December 6, 2021.**

20 **February 17, 2022 at 7:00 A.M. and shall terminate on February 20, 2022 at 11:00 P.M.**

21 **Total Use Fee = \$6,531.50. Set up day February 17, 2022. Event Days February 18, 19 and 20,**  
22 **2022. Take down day February 21, 2022.**

23 **December 1 2022 at 7:00 A.M. and shall terminate on December 4, 2022 at 11:00 P.M. Total**

24 **Use Fee = \$6,531.50 Set up day December 1, 2022. Event Days December 2, 3 and 4, 2022.**  
25 **Take down day December 5, 2022.**

26 February 16, 2023 at 7:00 A.M. and shall terminate on February 19, 2023 at 11:00 P.M.  
27 Total Use Fee = \$6,592.50. Set up day February 16, 2023. Event Days February 17, 18 and 19,  
28 2023. Take down day February 20, 2023.

29 November 30, 2023 at 7:00 A.M. and shall terminate on December 3, 2023 at 11:00  
30 P.M. Total Use Fee = \$6,592.50. Set up day November 30, 2023. Event Days December 1, 2 and  
31 3, 2023. Take down day December 3, 2023.

32 3. **RENTAL FEES and DEPOSITS.** The rental fee for the **PREMISES** shall be as  
33 follows: **\$29,158.00 – building rental (center hall, west wing, kitchen, ticket box office),**  
34 **\$1,780.00 – utility fee, \$8,235.00 – table/chair rental. Tax exempt #44426. Plus: Pepsi**  
35 **Bottling Group sales and garbage container rental and dumping fee to be post billed to**  
36 **LESSEE upon receipt of invoices by LESSOR.** Rental fees are subject to 5% sales tax where  
37 applicable. **TOTAL FEE: \$39,173.00** which shall be due and payable by **LESSEE** to **LESSOR**  
38 according to the following:

39 A. **Reservation/Annual Deposit(s).** **LESSEE** shall pay a reservation deposit of  
40 **\$3,246.24** on or before **January 2, 2021** (equal to approximately 25% of total fee due), to  
41 secure performance by **LESSEE** of all of the terms and conditions of this Rental  
42 Agreement. The deposit shall be paid by **LESSEE** to the **LESSOR upon reservation of**  
43 **the facility.** The reservation deposit payment is non-refundable and shall be deducted  
44 from the total fee due (line 37). **LESSEE** shall pay annual deposits as follows:

45 **\$3,265.74** on or before **January 1, 2022**

46 **\$3,296.24** on or before **January 1 2023**

47 B. **Supplemental Deposit(s)** **LESSEE** shall pay supplemental deposits (equal to  
48 approximately 25% of the total fee due) as per the following:

49 **\$4,839.38** on or before **February 17, 2021**

50 \$4,898.63 on or before February 16, 2022

51 \$4,944.38 on or before February 15, 2023

52 The supplemental deposit is non-refundable and shall be deducted from the total fee due  
53 (line 43).

54 C. Balance(s) Due. LESSEE shall pay the remaining balance(s) before the close of  
55 business 4:30 P.M. CST/CDT as per the following:

56 \$4,839.38 on or before December 1, 2021

57 \$4,898.63 on or before November 30, 2022

58 \$4,944.38 on or before November 29, 2023

59 If the remaining balance(s) due LESSOR are not received from LESSEE by the due  
60 date(s) and time (lines 64, 65, 66 and 67), keys for the opening of reserved buildings shall  
61 not be checked out to LESSEE and use of the PREMISES shall be denied.

62 D. First Right of Reservation LESSEE shall reserve the first right of reservation for  
63 the same calendar dates in the year following the end of the current Rental Agreement  
64 term. LESSEE shall have ten days after final take down day of current Rental Agreement  
65 term to notify LESSOR of said reservation. Once a Rental Agreement term has expired  
66 and LESSEE has not begun another Rental Agreement if LESSOR receives a request for  
67 the same calendar dates LESSEE has previously held under a Rental Agreement,  
68 LESSOR shall contact LESSEE via email and/or telephone informing LESSEE of said  
69 request. LESSEE shall have ten days from transmittal of said notification to reply to  
70 LESSOR in writing of LESSEE'S intentions for the future dates in question.

71 4. PARKING. LESSEE shall have the right to use the parking facilities located in parking  
72 area #1. See attached map.

73 5. USE. LESSEE shall use the PREMISES for the purpose of conducting a gun show.

74 **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply  
75 with all state and federal laws, rules, and regulations and all applicable municipal ordinances, including ADA  
76 requirements, in the use of the **PREMISES**. **LESSEE** shall require any vendors or exhibitors at the gun show  
77 to comply with all state, federal, and local laws, rules, regulations, and municipal ordinances especially those  
78 relating to the sale and exhibit of firearms and ammunitions. **LESSEE** shall comply with all state and federal  
79 laws, rules, and regulations, NEC NFPA 70E Arc Flash Standards, all applicable municipal ordinances, and  
80 all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to,  
81 recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all  
82 rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE**  
83 shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or  
84 ordinance while using the **PREMISES**.

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

86 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep  
87 the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor or  
88 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or  
89 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.

90 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,  
91 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

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

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

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

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

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

125 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**

126 in the same condition as at the commencement of the term, ordinary wear and tear excepted.

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

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

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

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

140 7. **CONCESSIONS.**

141 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the  
142 term of this agreement: **sandwiches, hot dogs, chips, chili, coffee, and soda.** **No other articles,**  
143 **other than those listed herein, shall be sold by LESSEE** without the expressed written consent of  
144 the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for  
145 the sale of the aforementioned concessions from the City of Oshkosh/Winnebago County and  
146 provide proof of such permits to the **LESSOR**.

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

150 C. All vendors shall be required to dispose of used grease, gray water and black water in the  
151 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the

152           **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health  
153           Department.

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

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

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

164           10.       **DIGGERS HOTLINE.**

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

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

176           11.       **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury  
177           incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,

178 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any  
179 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto  
180 and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily  
181 injury to or death of any person, or by reason of any damage to property of third persons occasioned by any  
182 act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,  
183 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the  
184 activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**  
185 or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall  
186 defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or  
187 property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or  
188 damages resulting solely from the negligence of the **LESSOR**.

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

196 12. **MISCELLANEOUS.**

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

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

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



204 modification or discharge is sought.

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

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

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

213 13. **Additional Provisions.**

214 A. **LESSEE must obtain two (2) reserve officers and/or deputies to be on duty at all**  
215 **times while weapons and ammunition are on PREMISES during event.**

216 B. No loaded firearms shall be permitted on **PREMISES** at any time with the exception of on-  
217 duty police officers.

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

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

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

229 F. **One (1) eight yard Dumpster is required. All refuse shall be deposited at the**

230 **Winnebago County Landfill. LESSOR shall invoice LESSEE for rental and dumping fee after**  
231 **invoices have been received. Recyclables shall be separated and deposited into containers**  
232 **supplied by LESSOR to be delivered to the Winnebago County Recycling Facility.**

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

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

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

242 17. **NAMING RIGHTS/ SPONSORSHIP**

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

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

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

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

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

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

270 18. The entire agreement of the parties is contained herein and this agreement supersedes any  
271 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 providing coverage for set up, event, and take down days, 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.**