

ENROLLED ORDINANCE 166-3

ADOPT THREE YEAR AGREEMENT BETWEEN WAUKESHA COUNTY AND THE  
WAUKESHA COUNTY FAIR ASSOCIATION FOR HOLDING THE WAUKESHA  
COUNTY FAIR AT THE WAUKESHA COUNTY EXPOSITION CENTER  
FOR THE YEARS 2011 THROUGH 2013

WHEREAS, Waukesha County has annually rented the Exposition Center grounds and buildings to the Waukesha County Fair Association, Inc. (Association) to conduct the annual Waukesha County Fair, and

WHEREAS, County staff and the Association have negotiated a written agreement by which the Association terminates the existing lease and establishes new terms to lease the Exposition Center and grounds from the County to hold the Waukesha County Fair in each of the years 2011 through 2013, and

WHEREAS, the Association reviewed and approved the Agreement on March 28, 2011.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Fair Lease Agreement between the Waukesha County Fair Association and Waukesha County, on file with the Parks and Land Use Department, is hereby approved.

BE IT FURTHER ORDAINED that the Department of Parks and Land Use is authorized to enter into the lease agreement with the Waukesha County Fair Association for lease of the Exposition Center for the Waukesha County Fair for the years 2011 through 2013.

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WAUKESHA COUNTY FAIR ASSOCIATION FOR HOLDING THE WAUKESHA  
COUNTY FAIR AT THE WAUKESHA COUNTY EXPOSITION CENTER  
FOR THE YEARS 2011 THROUGH 2013

Presented by:  
Land Use, Parks and  
Environment Committee

Approved by:  
Finance Committee

< Absent >  
Fritz Ruf, Chair

Patricia A. Haukohl  
Patricia A. Haukohl, Chair

Robert Hutton  
Robert Hutton

Dave Falstad  
Dave Falstad

< Absent >  
Michael J. Inda

James A. Heinrich  
James A. Heinrich

James Jeskewitz  
James Jeskewitz

absent  
Robert Hutton

Walter L. Kolb  
Walter L. Kolb

Pamela Meyer  
Pamela Meyer

Ted Rolfs  
Ted Rolfs

Ted Rolfs  
Ted Rolfs

Thomas J. Schellinger  
Thomas J. Schellinger

William J. Zaborowski  
William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 4-29-2011, Kathy Nickolaus  
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X  
Vetoed: \_\_\_\_\_

Daniel P. Vrakas

Date: 4-29-11, \_\_\_\_\_  
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-04/26/11

(ORD) NUMBER-1660003

|    |  |     |    |                    |     |
|----|--|-----|----|--------------------|-----|
| 1  | D. FALSTAD.....                                  | AYE | 2  | T. ROLFS.....      |     |
| 3  | R. HUTTON.....                                   |     | 4  | J. DWYER.....      | AYE |
| 5  | J. JESKEWITZ.....                                | AYE | 6  | J. BRANDTJEN.....  | AYE |
| 7  | P. HAUKOHL.....                                  | AYE | 8  | T. SCHELLINGER.... | AYE |
| 9  | J. HEINRICH.....                                 | AYE | 10 | D. SWAN.....       | AYE |
| 11 | F. RUF.....                                      | AYE | 12 | P. WOLFF.....      |     |
| 13 | P. DECKER.....                                   | AYE | 14 | M. INDA.....       | AYE |
| 15 | P. MEYERS.....                                   | AYE | 16 | D. PAULSON.....    | AYE |
| 17 | J. TORTOMASI.....                                | AYE | 18 | K. CUMMINGS.....   | AYE |
| 19 | S. WIMMER.....                                   |     | 20 | P. JASKE.....      | AYE |
| 21 | W. ZABOROWSKI....                                | AYE | 22 | P. GUNDRUM.....    | AYE |
| 23 | K. <sup>Vacant</sup> <del>CHIAVEROTTI</del> .... |     | 24 | W. KOLB.....       | AYE |
| 25 | G. YERKE.....                                    | AYE |    |                    |     |

TOTAL AYES-20

TOTAL NAYS-00

CARRIED \_\_\_\_\_

DEFEATED \_\_\_\_\_

UNANIMOUS ✓

TOTAL VOTES-20

## AGREEMENT

THIS AGREEMENT is made and entered into by and between Waukesha County, Wisconsin (hereinafter "County"), a municipal corporation with its principal offices at 515 W. Moreland Blvd., Room 230, Waukesha, Wisconsin 53188, and the Waukesha County Fair Association Inc. (hereinafter "Association"), a nonprofit corporation with its principal offices at 2417 Silvernail Road, Pewaukee, Wisconsin 53072.

### PRELIMINARY RECITALS

The County is the owner of certain property with buildings and other improvements thereon, located at 1000 Northview Road, Waukesha, Wisconsin, 53188, known as the Waukesha County Exposition Center. The Association has, in past years leased the Exposition Center grounds and buildings in order to conduct the annual Waukesha County Fair, a five-day event organized and sponsored by the Association. The County and the Association now wish to enter into an agreement by which the Association leases the Exposition Center grounds and buildings from the County in order to conduct the Waukesha County Fair in the years, 2011, 2012, 2013

Therefore, in consideration of the mutual promises which are set forth below, the County and the Association agree as follows:

### SECTION ONE

#### TERM

This Agreement terminates all previous existing agreements and establishes new terms that shall commence and be effective upon complete execution of the Agreement by the County and the Association.

This Agreement shall terminate on December 30, 2013, unless sooner terminated as permitted by this Agreement.

### SECTION TWO

#### DESCRIPTION OF PROPERTY; - 4H USE

The premises to be leased from the County to the Association shall hereinafter be referred to as the "Exposition Center." As used in this Agreement, "Exposition Center" means the buildings, grounds and parking areas located at 1000 Northview Road, Waukesha, Wisconsin, but not including the Exposition Center offices. Of these premises so leased, the Association is obligated to and shall, during the Waukesha County Fair, provide the following to Waukesha County 4H Clubs at no cost as needed and determined by the Association: a) the 4H Forum Complex, b) the Horse Complex for the three days during the Fair that the Waukesha County 4H Clubs choose to use the Horse Complex, and c) the beef, sheep and dairy barns when used by Waukesha County 4H Clubs, and d) areas of the Exposition Center for miscellaneous judging and showing events.

As used in this Agreement and for purposes of this Agreement only, "Exposition Center" shall also include a certain area of County-owned property located to the west of the Exposition Center which may be used for parking by patrons and guests at the Waukesha County Fair. These parking areas are designated as numbers 6 through 9 on the map which is attached to this Agreement as Exhibit 1 and which is incorporated and made a part of this Agreement. The use of these parking areas or parts thereof is expressly made subject to the County's unilateral right to close them to such use because of remodeling, repair or construction-related work at or about the County's Northview building complex and because of parking needs of the Waukesha County Huber facility. The County and the Association will cooperate in developing a parking plan if there is remodeling, repair or construction, or if there are parking needs of the Huber facility.

### SECTION THREE

#### DATES

The County leases to the Association and the Association leases from the County the Exposition Center on the following dates in the following years:

In the year 2011, July 20 through July 24

In the year 2012, July 18 through July 22

In the year 2013, July 17 through July 21

The County and the Association shall conduct a pre-fair meeting by June 10 or the closest business day thereto of each year and a post-fair meeting by July 30 or the closest business day thereto of each year. At the pre-fair meeting the Association will present to the County its site layout service equipment requirements and utility requirements

### SECTION FOUR

#### PURPOSE - RESPONSIBILITY

The Association shall use the Exposition Center for the purpose of conducting the annual Waukesha County Fair and for no other purpose.

As between the County and the Association, the Association assumes full responsibility for all events, displays, exhibits, performances and activities at the annual Waukesha County Fair and for ensuring appropriate inspections, safeguards, warnings and care with respect to all such events, displays, exhibits, performances and activities. The Association specifically assumes full responsibility for ensuring that the Exposition Center is safe and reasonably suited for any fireworks display and the operation of any carnival rides, and that all rules and regulations pertaining to the operation of any carnival rides and the display of

any fireworks are adhered to and followed. The Association must supply the County with a list of all proposed events and activities that will take place on the Premises during the lease term and a description of the content of each event and activity prior to booking the event. The County has final approval of the event and activities so listed.

SECTION FIVE

NO CHARGE FOR ADMISSION

The Association shall not charge an admission fee or parking fee to any Waukesha County Parks and Land Use Department employee working on the Exposition Center grounds during the County Fair. For each day of the Fair, the Association shall provide the County's licensed alcohol vendor, at no cost, up to 30 parking passes and 30 admission passes, for use by employees of the vendor who will be working at the Fair on that day. The exact number of passes issued each day will be equal to the number of persons scheduled by the vendor to work at the Fair on that day, and the vendor will provide the Association with a list of the employees scheduled to work on each day prior to the day of work.

SECTION SIX

BASIC RENT

As basic rent for the lease of the Exposition Center, the Association shall pay the County as follows:

\$35,000 no later than September 1, 2011;

\$40,000 no later than September 1, 2012;

\$45,000 no later than September 1, 2013.

This basic rent represents the charge to occupy and use the Exposition Center on the dates described in Section Three, and to use and occupy the Exposition Center for the five days immediately preceding the Waukesha County Fair for the purpose of moving in and setting up, and the two days immediately following the Waukesha County Fair for the purpose of moving out.

This basic rent also includes the following services and items that will be provided by the County at no extra cost to the Association:

- a. The Horse Complex sound system, and the ring and announcer's stand when not used by 4H Clubs.
- b. The sound systems in the 4H Forum complex and the Arena.
- c. All chairs, tables, and risers available at the Waukesha County Exposition Center for rental during that contract year
- d. Refuse disposal excluding animal waste. The Association will assume responsibility for stall cleaning and the movement and disposal of animal waste in a manner acceptable to the County.
- e. Ordinary maintenance and cleaning excluding restrooms in Forum and Arena door four.
- f. Basic heat, light and plumbing.
- g. Wood chips and/or Traffic bond if the County and Association both agree that such materials are necessary to alleviate wet ground conditions.
- h. Electrical power used by exhibitors and concessionaires at the Fair, but not including any such power used by a carnival operation.
- i. Removing horse stalls from the dairy barn.
- j. Access to space within the red barn for storage of materials by the 4-H Club Association and the Association.
- k. Access to land space currently authorized for the placement of two (2) 45' x 8' Association storage containers,
- l. Changing the Exposition Center and Arena marquees on a daily basis.
- m. Set-up and tear-down for various activities held in tents and buildings on Exposition Center grounds during the Fair. The Association will assume responsibility for set up and cleaning of picnic tents.
- n. Setting up fencing and poles for the tractor pull and demolition derby.

- o. Moving bleachers to different areas on the grounds during the Fair.
- p. Mowing the back acreage identified on the map and the area west of the tractor pull area.
- q. Installing snow fence that is kept at the Exposition Center if requested by the Association.
- r. Maintain the restrooms in the Horse Announcers Stand, Arena's southeast restroom during the Fair

## SECTION 6.2

### REDUCTION IN COUNTY OPERATING COSTS

In addition to basic rent, the Association agrees to reduce County operating costs by an approximate \$10,000 annually by providing a portion of equipment, materials and services to operate the Fair that have traditionally been provided by the County. Examples of services include; animal waste removal, barn cleaning and selected restroom cleaning. Services may also include activities such as watering of the horse rings, spreading sawdust for show rings and the setting up and cleaning of picnic tents. Equipment and materials may include items such as snow fence, posts and equipment such as post pounders, which have traditionally been rented or purchased by the County. This paragraph is an illustrative listing with the intent of exploring future opportunities to mutually lower annual operating costs.

## SECTION 6.3

### PAYMENT OF 2010 RENT

At the close of 2010, the Association has an unpaid rent balance of \$41,300. To satisfy the 2010 rent, the Association shall pay the County a 15% share of total food and beverage commissions earned by the Association no later than September 1 in each year of the contract. Food commission percentages cannot be lowered during the term of this contract. The commissions shall be calculated as follows: add the daily commissions due to the Association from food and beverage vendors to get a total of commissions paid. That total should be multiplied by .15 to calculate the 15% commission due to the County.

## AUDIT RIGHTS

The Association shall provide the Expo Manager or County Auditors access to and furnish them with information, records and reports regarding financial transactions and methods of operation, or any other information, records and reports that relate to the food and beverage vendors operating at the event. The Cater/Concessionaire shall also provide access for the County auditors to inspect all property, equipment and facilities that are used or made use of by the Caterer/Concessionaire in performing its operations at the Exposition Center; all inspections by the County shall be coordinated with the Caterer/Concessionaire.

Any information, records and reports provided to or obtained by the County pursuant to this section, or which the County otherwise comes into possession of pursuant to this Agreement, shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations based upon trade secret information and state and federal restrictions.

## SECTION SEVEN

### ADDITIONAL CHARGES

The following items and services, which are not included in the basic rent that the Association will pay, shall be provided by the County if requested by the Association. The Association will pay for these items and services as described.

1. Services and supplies provided by the County's Department of Public Works, which will include but not limited to grading for pedestrian traffic, providing, setting up and taking down snow fence that is property of the Public Works Department, and providing, setting up and taking down traffic cones. The cost to the Association will be the Department's labor and service cost.

The County will prepare an itemized bill for all services and items provided pursuant to this Section and present the bill to the Association by August 15. The Association shall make payment no later than September 1.

## SECTION EIGHT

### ALCOHOL VENDOR; RENT CREDIT

The Association shall use the Waukesha County Exposition Center's designated and licensed alcohol vendor as the sole distributor of alcoholic beverages and shall comply with the written agreement then in effect between that licensed alcohol vendor and the County. If agreed to by the licensed alcohol vendor and the Association, a cup size and cost different than what is set forth in the vendor's written agreement with the County may be used.

The written agreement between the County and the licensed alcohol vendor entitles the County to receive, from the vendor, a commission based upon the vendor's sale of alcoholic beverages. The commission that the County receives from the licensed alcohol vendor shall be credited against the basic rent due the County from the Association pursuant to Section Six. If the commission exceeds the amount of the basic rent due, the Association shall be entitled to the excess.

## SECTION NINE

### SECURITY DEPOSIT

By April 15 of 2011 and April 15 of each subsequent year of the contract, the Association shall deposit with the County the sum of \$5,000.00, to be held by the county as security for the faithful performance of the terms of this Agreement by the Association. Unless it is used as permitted by the following paragraph, this security deposit shall be applied against the basic rent due from the Association.

If the Association fails to pay any additional rent or other charges, including charges for damages to property of the County, or if the Association otherwise defaults with respect to any provision of this Agreement, the County may use, apply or retain all or any portion of the security deposit to cure the default or compensate the County for damage sustained by it resulting from the Association's default.

## SECTION TEN

### DAMAGE BY CASUALTY

During the term of this Agreement, if any structure or parking area at the Exposition Center is destroyed by fire, earthquake, tornado, windstorm or other casualty, the County shall be under no obligation to rebuild or repair the structure or parking area. If the County elects to not rebuild or repair the structure or parking area, this Agreement shall, at the option of the Association, become null and void. If the Association elects not to declare the Agreement null and void, and if the parties mutually agree, an adjustment to the basic rent may be negotiated.

## SECTION ELEVEN

### DAMAGE TO PREMISES. RESPONSIBILITY

If any part of the Exposition Center and all of its property, and any property supplied to the Association as part of the Agreement is damaged by the act or omission of the Association, its agents, officers, employees, contractors, patrons, guests and all others who may be at the Exposition Center for the Waukesha County Fair, including all exhibitors, displayers and operators, which shall include but not be limited to fireworks display exhibitors and carnival ride operators, and including all others present for preparation and cleanup, the Association shall pay to the County upon demand, any amount which the County reasonably determines is necessary to repair or replace the property. The Association assumes full and complete responsibility for the character, acts and conduct of all persons who are at the Exposition Center for the Waukesha County Fair, which responsibility includes indemnification and reimbursements of the County for any and all damage, loss, cost and expense occasioned or caused by such persons.

Not less than 72 hours before the commencement of, and no later than 48 hours after conclusion of the Waukesha County Fair, a designated representative of the Association and the Manager of the Exposition Center shall meet and inspect the Exposition Center. During such inspection, the Association's representative shall note, in writing, any existing damage to any part of the Exposition Center and all of its related property, including unafixed property, and shall provide such written statement to the Manager of the Exposition Center. The Association's failure to list any items of existing damage constitutes its waiver of the right to subsequently object to the County's demand to pay for the repair or replacement of the item.

## SECTION TWELVE

### ALTERATIONS AND IMPROVEMENTS

The Association shall make no alterations to the Exposition Center or construct any building or make other improvements at the Exposition Center without the prior, express, written consent of the County.

All alterations, changes, and improvements built, constructed, or placed at or on the Exposition Center by the Association, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the County and the Association, be the property of the County and remain on the premises at the expiration or earlier termination of this Agreement.

## SECTION THIRTEEN

### DEFAULT FORFEITURE

If any default is made in the payment of the basic rent or additional charges or any part thereof, or if any default is made in the performance of or compliance with any other term or condition of this Agreement, this Agreement, at the option of the County, shall terminate. The Association will be given written notice of any default or breach. Termination shall not result if, within 15 days of receipt of such notice, the Association has corrected the default or breach. If the County terminates this Agreement due to default or breach by the Association, the County shall be entitled to such damages as may result from the default or breach.

If for any reason the Association shall fail to occupy and use the Exposition Center for the Waukesha County Fair on any of the dates in any of the years during the term of this Agreement and any extended term, the security deposit and basic rent shall be forfeited to the County and the Association shall have no right to recover the deposit and rent. This forfeiture shall not limit nor diminish the County's right to such damages as may result from the failure to occupy and use.

If for any reason the Association shall fail to occupy and use the Exposition Center for the Waukesha County Fair on any of the dates in any of the years during the term of this Agreement and any extended term, the County shall have the right to lease, rent, occupy or use the Exposition Center on any such dates in any such years for any purpose.

## SECTION FOURTEEN

### COVENANT NOT TO SUE-RELEASE

The Association will not institute any lawsuit or legal action against the County, nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand or cause of action for damages, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damage, loss or injury is known or unknown or is past, present or future, arising from or in any way related to the Waukesha County Fair. This paragraph does not apply to any lawsuit or legal action against the County which is premised upon a default or breach of this Agreement by the County, or which is based upon negligence by the County.

The Association releases, waives and discharges the County for all liability to the Association for any and all loss, injury or damage, and any claim or damages resulting there-from, whether known or unknown or past, present or future, on account of any injury, loss or damage to property of the Association or to any person, arising from or in any way related to the Waukesha County Fair, unless such loss, injury, damage or claim is the result of negligence by the County.

SECTION FIFTEEN

INDEMNIFICATION

The Association shall indemnify, hold harmless and defend the County and all of its departments, boards, employees, officials and agents from and against all liabilities, losses, claims, demands, costs, expenses and judgments of any nature, including attorneys fees, arising, or alleged to arise, from or in connection with (a) any injury to, or death of, any person or any loss of or damage to property on or about the Exposition Center or adjoining property arising from or connected with the Waukesha County Fair and the use of the Exposition Center by the Association and its agents, officers, guests and invites, whether or not such injury, death, loss or damage occurs on the dates on which the Waukesha County Fair is conducted, and (b) the performance of any labor or services or the furnishing of any materials or other property in connection with the Waukesha County Fair by or at the request of the Association. The indemnification provided by the preceding sentence shall not apply to nor is required with respect to liabilities or losses arising by reason of the negligence of the County, its officials, employees and agents.

SECTION SIXTEEN

INSURANCE

The Association agrees that, in order to protect itself and the County under the indemnity agreements set forth herein, it will keep in force and effect liability insurance policies, as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Coverage afforded shall apply as primary. The County, its boards, commissions, agencies, officers, employees, and representatives shall be named as additional insureds on the Commercial General Liability - and Umbrella Liability Policies, with limits not less than those specified below:

1) Commercial General Liability Insurance Coverage required:

Premises and Operations

Products and Completed Operations

Broad Form Property Damage Endorsement

Blanket Contractual Liability

Fire Legal Liability

Limits of Liability of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

2) Automobile Liability Insurance

Limits of liability of not less than \$1,000,000 combined single limit, with coverage for owned, hired, and non-owner private passenger automobiles and commercial vehicles.

3) Umbrella Liability Insurance

Limits of liability of not less than \$5,000,000

Upon execution of this Agreement and annually thereafter during the term of this agreement, the Association shall furnish the County with a Certificate of Insurance through its Risk Manager and Exposition Center Manager and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract and must state that Waukesha County is an additional insured. The County, through its Risk Management-Administration Department, shall be given thirty (30) days advance notice of cancellation, nonrenewal, or material reduction of coverages, scope or limits during the term of this agreement.

The Association shall also require all vendors, exhibitors, subcontractors and independent contractors, including carnival ride operators and fireworks display exhibitors, who are not protected under the Association's insurance to keep in full force and effect Worker's Compensation Insurance where required by law, Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance. Coverage afforded shall apply as primary, with limits and coverage no less than those specified above. The County, its employees and representatives, as well as the Association, shall be named as additional insured on all Commercial General Liability Insurance and Umbrella Liability Insurance policies. The Association shall obtain and maintain on file Certificates of Insurance from all such parties who are not protected under the Association's insurance, showing evidence of the required insurance and ensure that such coverage meets the above requirements and is maintained throughout the fair operations. The fireworks display exhibitors' Certificates of Insurance must also specifically state that the fireworks display exposure is covered under the policy. The Association shall provide any and all such Certificates of Insurance to the County upon request.

In the event any action, suit, or other proceeding is brought against the County upon any matter here indemnified against and notice is given to the County's Risk Manager, the County shall, within fifteen (15) working days, give notice thereof to the Association and shall cooperate with the Association's attorneys in the defense of the action, suit or other proceeding.

## SECTION SEVENTEEN

### RIGHTS RESERVED TO COUNTY

In addition to all other rights set forth in this Agreement, the County may do any and all of the following:

1. Cause to be removed from the Exposition Center any person or persons whose behavior is disruptive, violent, abusive, indecent, profane, or unreasonably boisterous.
2. Cause to be removed from the Exposition Center any items or materials which are dangerous, indecent, profane, lewd or likely to cause unreasonable disruption.
3. Require that any modifications or additions to the Exposition Center electrical, plumbing, heating, water supply, or sewer systems, and to roadways or parking areas, have the prior approval of the Manager of the Exposition Center, as long as the modifications are within local building codes.

## SECTION EIGHTEEN

### GENERAL RULES AND REGULATIONS

In addition to all other obligations and duties set forth in this Agreement, the Association shall comply with the following:

1. Selected caterers may serve food and nonalcoholic beverages at the Fair contingent upon having appropriate restaurant licensure and insurance as required by the County for the serving of food and nonalcoholic beverages. Upon request the Association must provide the Exposition Center Manager with documentation that shows that these requirements have been met.
2. The Association shall employ, at its expense such security and safety personnel as necessary to conduct a safe and secure Fair.
3. The Association shall provide security and fencing to eliminate the carrying in of food and beverages for general admission fair attendees starting with the 2012 Fair.
4. All buildings and other facilities will be unlocked prior to events and secured following events by Exposition Center personnel or their authorized representative, and, all keys must remain under control of the Event supervisor.

5. Tables, chairs, and equipment belonging to the Exposition Center are not to be removed from buildings unless approved by the Exposition Center Manager.
6. Vehicles of any kind are not permitted in any Exposition Center building without prior authorization of the Exposition Center Manager.
7. Decorations, posters and/or other changes are subject to the Exposition Manager's approval. Nails, screws, or scotch tape will not be permitted in any area. Masking tape must be approved by the Exposition Center Manager. All electrical cords, P.A. cords and other lines are to be taped to the floor using approved duct tape.
8. All signs, poster, decorations, strings, wires, tape, etc. must be removed by the Association and at the end of each event. Removal of these items by the Exposition Center staff is subject to additional charges to the Association.

#### SECTION NINETEEN

#### COMPLIANCE WITH LAW

The Association shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, department and other municipal agencies. The Association will obtain any and all permits and licenses, which may be necessary for any activity, which is a part of the Waukesha County Fair. The Association will not do or suffer to be done anything at the Exposition Center during the Waukesha County Fair, which is in violation of or prohibited by any such law, ordinance, rule, requirement, permit or license. If the attention of the Association is called to any such violation, the Association will immediately desist from or cause to be corrected such violation.

#### SECTION TWENTY

#### ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other. Any prohibited assignment of this Agreement shall be null and void.

SECTION TWENTY-ONE

ENTIRE AGREEMENT

This Agreement contains and embodies the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings, and promises on the same subject, whether they are written or oral.

SECTION TWENTY-TWO

AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties. Any amendment is valid and effective only by a written document signed by the parties.

WAUKESHA COUNTY

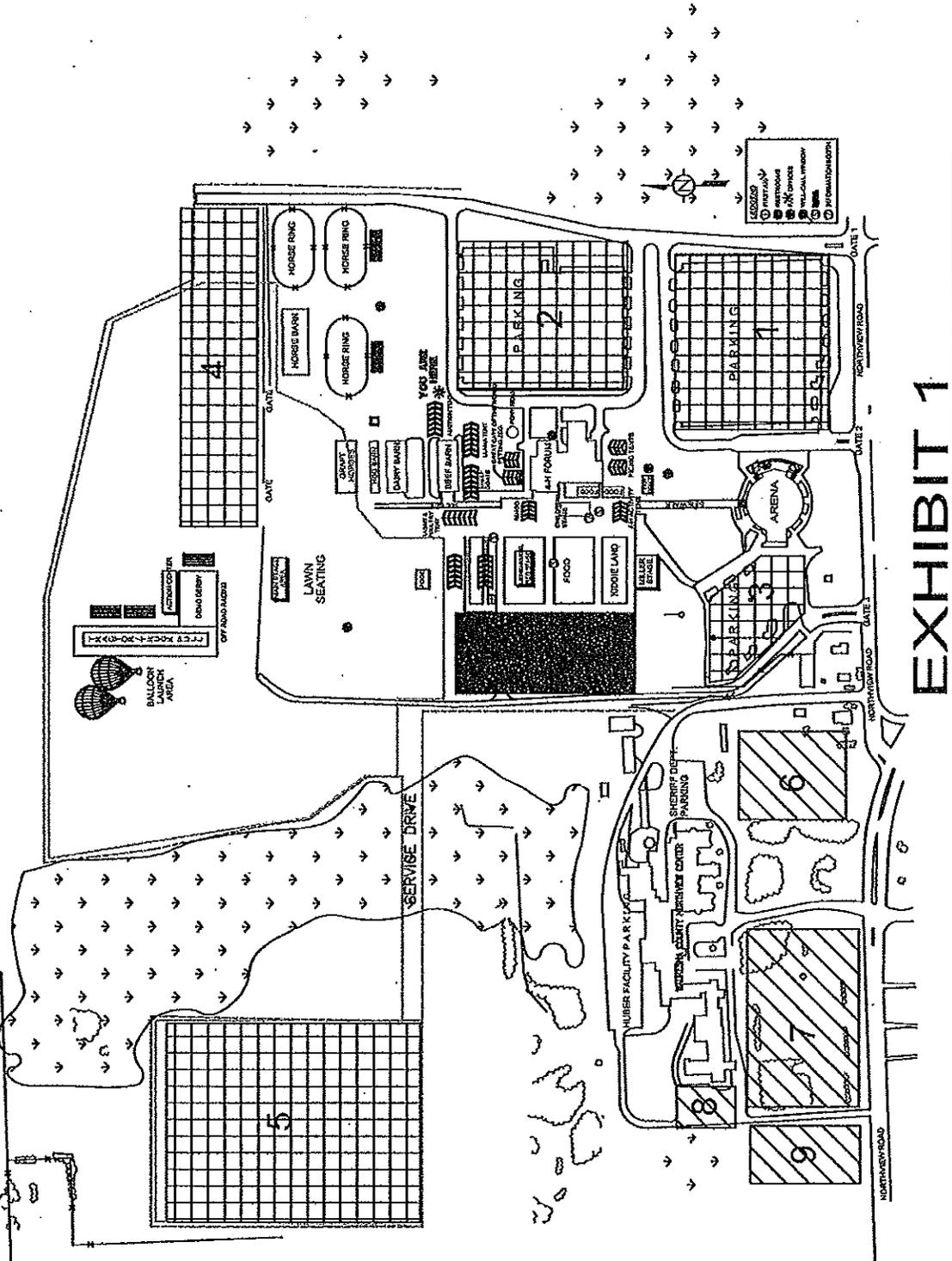
BY: \_\_\_\_\_  
Dale Shaver  
Director of Parks and Land Use                      Date

WAUKESHA COUNTY FAIR ASSOCIATION, INC.

BY: \_\_\_\_\_  
James Renn    Date  
President

BY: \_\_\_\_\_  
Kevin Konkell                      Date  
Vice President

# WAUKESHA COUNTY FAIR AT THE EXPOSITION CENTER



## EXHIBIT 1

-  ON-SITE PARKING AREA
-  OFF-SITE PARKING AREA

Waukesha County Department of Parks and Land Use- Parks System Division  
 Scale: 1"=300' Dr. By: DPB Appr. By: FCP Date: 10/98 Rev. 10/23/98  
 www.waukeshaonline.com/department/parks/

FISCAL NOTE

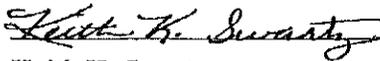
ADOPT THREE YEAR AGREEMENT BETWEEN WAUKESHA COUNTY AND WAUKESHA COUNTY FAIR ASSOCIATION FOR HOLDING THE WAUKESHA COUNTY FAIR AT WAUKESHA COUNTY EXPOSITION CENTER FOR THE YEARS 2011 THROUGH 2013

This ordinance authorizes the Parks and Land Use (PLU) department to enter into a new lease agreement with the Waukesha County Fair Association for use of the County Exposition Center facility and grounds to operate the County Fair for the years 2011 through 2013. Under the terms of the agreement, the County Fair Association (CFA) will make fixed base rental payments; and to repay for \$41,300 that the CFA was unable to pay for 2010, the CFA will share 15% of the total food and beverage commission with the County during the contract period. The CFA will also take over responsibility for some site cleanup activities, equipment rental of certain items (e.g. fences, posts) previously funded by the County, which the PLU department estimates as a \$10K savings per year.

The new contract terms are summarized and shown below:

| Fair Year | New Fair Association Basic Rent Payment | PLU estimate - 15% Share of total food and beverage commissions |
|-----------|---|---|
| 2011      | \$35,000                                | \$13,100  |
| 2012      | \$40,000                                | \$13,200  |
| 2013      | \$45,000                                | \$13,400  |

The 2011 adopted budget includes \$89,000 base rental revenue on the previous County Fair contract. Based on the new contract terms it is unlikely that this amount will be achieved.



Keith K. Swartz  
Budget Manager  
4/5/11