

ENROLLED ORDINANCE 171-58

ADOPT A 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
YEARS 2017 THROUGH 2019

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 grounds and buildings from the County to hold the Waukesha County Fair in each of the years 2017 through 2019, and

WHEREAS, the Association has reviewed and approved the Agreement on October 24, 2016.

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 2017 through 2019.

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COUNTY FAIR AT THE WAUKESHA COUNTY EXPOSITION CENTER FOR
YEARS 2017 THROUGH 2019

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 2017-2019. Under the terms of the agreement, the County Fair Association (CFA) will make a 2017 fixed base rental payment of \$45,000 with an approximate 2% increase in years 2018 and 2019. The new lease agreement clarifies CFA responsibilities for repair and replacement of county equipment and supplies.

The new contract terms are summarized and shown below:

Fair Year	Fair Association Base Rental Payment
2017	\$45,000
2018	\$46,000
2019	\$47,000

There is no fixed base rental payment increase between the end of the 2014-2016 lease agreement and the start of the 2017-2019 lease agreement. The Department will manage expected rental payment revenue and staff, equipment expectations within the overall 2017 Adopted Exposition Center budget resulting in no budget impact.

Lawrence M. Dahl

Lawrence M. Dahl
Accounting Services Manager
11/2/16

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WAUKESHA COUNTY FAIR ASSOCIATION FOR HOLDING THE WAUKESHA
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FOR YEARS 2017 THROUGH 2019

Presented by: Land Use, Parks and
Environment Committee

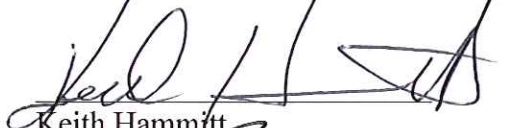
Approved by:
Finance Committee



David D. Zimmermann, Chair

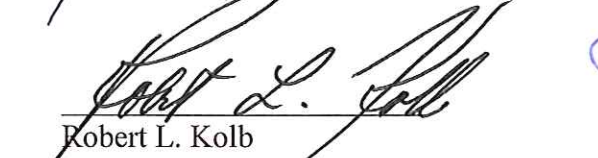

James A. Heinrich, Chair


absent
Kathleen M. Cummings

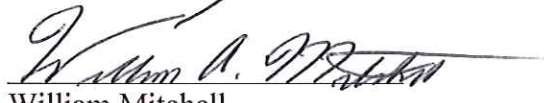

Timothy Dondlinger

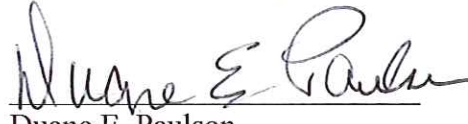

Keith Hammitt


Thomas A. Michalski



Robert L. Kolb

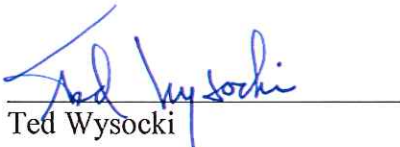

Richard Morris


William Mitchell


Duane E. Paulson


absent
Thomas J. Schellinger


Ted Wysocki


Ted Wysocki

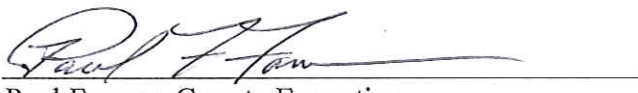
absent
William J. Zaborowski

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

Date: 12/1/16, 
Kathleen Novack, County Clerk

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

Approved: X
Vetoed: _____

Date: 12-1-16, 
Paul Farrow, County Executive

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 Silvermail 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 (hereinafter "Exposition Center"). The Association has, in past years leased the Exposition Center grounds and buildings in order to conduct the annual Waukesha County Fair (hereinafter "Event"), 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 Event in the years - 2017, 2018, 2019

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 October 31, 2019, unless sooner terminated as permitted by this Agreement. The County will complete future Agreement negotiations prior to the October 31, 2019.

SECTION TWO

DESCRIPTION OF PROPERTY- 4H USE

As used in this Agreement, "Exposition Center" is to mean the buildings, grounds and parking areas located at 1000 Northview Road, Waukesha, Wisconsin, *not including the Exposition Center offices*. The County retains the right to occupy the Southeast storage room of the Forum building, and the backstage area of the Arena for the purpose of storing equipment throughout the term of the Agreement. Of these premises so leased, the Association is obligated to and

shall, during the Event, provide the following to Waukesha County 4H Clubs at no cost: a) either the 4H Forum Complex or the Arena building, b) the Horse Complex for the three days during the Event that the Waukesha County 4H Clubs choose to use the Horse Complex, 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. Upon request, the Association shall provide additional access to Waukesha County 4H Clubs during the Event as needed and determined by the Association.

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 Event. These parking areas are designated as numbers 5 through 7 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, because of parking needs of the Waukesha County Huber facility or weather related concerns. 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 2017, July 19 through July 23

In the year 2018, July 18 through July 22

In the year 2019, July 17 through July 21

Open communication is essential between the County and the Association to maximize efficiency of both operations. The County and the Association shall conduct a pre-Event meeting by July 6 or the closest business day thereto of each year and a post-Event meeting within two days following the Event or the closest business day thereto of each year. At the pre-Event meeting the Association will present to the County its preliminary site layout, service equipment requirements, food vendors and utility requirements. At the post-Event the County and the Association will review the building, equipment and site conditions and formally agree on repairs needed and which entity will perform those repairs. County and Association will mutually agree where to locate equipment and other items not removed by the designated move out date, so as to not interfere with future Exposition Center rentals. County will provide an estimate for repairs undertaken by the County to the Association within five business days. Final County invoice for repairs will be delivered by August 15 to the Association.

This Agreement allows the Association the following dates to set up and take down the Event:

- Nine (9) days prior to the start the Association is allowed to begin setting tents and trailers on Exposition Center grounds unless an alternative timeline is mutually agreed to.
- Five (5) days prior to the start, Association is allowed to begin setting up buildings and barns for the purpose of moving in and setting up.
- Two (2) days immediately following the Event for the purpose of moving out and the County providing a list of site repairs to the Association.

FOUR

PURPOSE - RESPONSIBILITY

The Association shall use the Exposition Center for the purpose of conducting the annual Event 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 Event 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

COUNTY EMPLOYEES AND CONCESSIONAIRES PARKING and ADMISSION

The Association shall not charge a parking or admission fee to any Waukesha County Parks and Land Use Department employee assigned to work on the Exposition Center grounds during the Event.

For each day of the Event, 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 Event 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 Event 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:

For year 2017 - \$45,000 no later than September 1, 2017

For year 2018 - \$46,000 no later than September 1, 2018

For year 2019 - \$47,000 no later than September 1, 2019

This basic rent represents the charge to occupy and use the Exposition Center on the dates described in Section Three.

The County reserves the right to rent parking lots, inside rooms not used by 4H, the horse complex (excluding barns) and grass parking area north of the horse complex for the weekend preceding the Event. 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, 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 Exposition Center.
- d. Refuse disposal excluding animal waste.
- e. Ordinary maintenance and cleaning
- f. Basic heating, cooling, lighting 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 Event excluding power needed for 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 marquee on a daily basis.
- m. Tear-down for various activities held in tents and buildings on Exposition Center grounds during the Event. The County will assume tear down of picnic tent tables and chairs.
- n. Setting up fencing and poles for the tractor pull and demolition derby, mowing these areas within five days prior to the Event
- o. Installing snow fence that is kept at the Exposition Center requested by the Association.

- The Association must have all snow fence lines marked on grounds no later than July 5th.
 - Stage areas will be installed after the construction of stages.
- p. Maintaining the restrooms in the Horse Announcers Stand, Arena's south restrooms during the Event.

Operations deemed Association Responsibilities

- a. Street Sweeper of grounds nightly and on Tuesday following the Event
- b. Restrooms in Forum and Arena at door four.
- c. Stall cleaning and the movement and disposal of animal waste in a manner acceptable to the County.
- d. Power used by a carnival operation.
- e. Set up and cleaning of picnic tents.
- f. Demolition Derby Area setup
- g. Main Stage operation
- h. Tents and Equipment
- i. Securing and Storing Association and 4-H equipment – binding of equipment, County is not responsible for damage, lost, or stolen equipment
- j. Operation of parking lots
- k. External Speaker System
- l. Provide for safe pedestrian travel by placing protection over all cords and hoses laid over hard surfaced walkways. The County agrees to allow use of its cord covers during the Event.

SECTION SEVEN

ADDITIONAL SERVICES AND CHARGES

The items and services listed on Exhibit 2 and hereby incorporated as part of this Agreement, are not included in the basic rent that the Association will pay, County shall provide those items and services if requested by the Association at an additional cost as outlined in Exhibit 2. The Association will be liable for all damage or loss of Exposition Center equipment, traffic and safety items requested and used at the Event. Environmental Health inspection services are required and will be performed by County. Any Event equipment and supplies left at the Exposition Center past the two day move out (Tuesday) is not the responsibility of Waukesha County. The Association and the County will mutually determine a suitable location to hold the remaining Event equipment and supplies as not to restrict rental of Exposition Center by

subsequent users. Any costs incurred by the County to move or relocate equipment or supplies left within Exposition Center space is the responsibility of the Association.

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 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 and soft-drink 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, which will be distributed to the Association no later than one week from the date the vendor provides the County with the final sales numbers.

SECTION NINE

SECURITY DEPOSIT

By April 15 of 2017 and April 15 of each subsequent year of this Agreement, 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.

Should the Exposition Center be occupied by Federal, State, County or municipal services for Emergency Management operations, this Agreement shall be null and void. If closure is caused by Emergency Management Operations, County will provide a full refund of any rent paid and security deposit.

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 Event, 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 Event, 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 more than 5-days before the commencement of and no later than 2-days after conclusion of the Event, a designated representative of the Association and the Manager of the Exposition Center shall meet and inspect the Exposition Center. During such inspections, the Association's representative and the Manager shall note, in writing, any existing damage to any part of the Exposition Center and all of its related property, including un-affixed property, and shall provide such written statement to the Manager of the Exposition Center. Any damages incurred by the Event which will require reimbursement to the County will be presented, in writing, to the Association's representative and signed by both parties. 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. The County's failure to comply with a signed written list of damages requiring reimbursement within the five days following the post-Event review constitutes its waiver of the right to subsequently demand payment for any additional damages.

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 Event 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 Event 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 Event. 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 therefrom, 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 Event, 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 Event 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 Event is conducted, and (b) the performance of any labor or services or the furnishing of any materials or other property in connection with the Event 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 insured's 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 Agreement 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 coverage's, 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 Event 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

The County will cooperatively work with the Association to ensure a safe Event. The County will work through the Association to be the primary responder in keeping the Event safe. 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 Event 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 Event.
3. 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 Exposition Center Event supervisor. Secure room used for counting will have lock cores changed and will be under control of the Association.
4. Tables, chairs, and equipment belonging to the Exposition Center are not to be removed from buildings unless approved by the Exposition Center Manager.

5. Vehicles of any kind are not permitted in any Exposition Center building without prior authorization of the Exposition Center Manager.
6. 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 gaffer tape.
7. All signs, poster, decorations, strings, wires, staples, fasteners, tape, etc. applied on any buildings, barns or other Exposition Center structures 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.
8. Water supplying the misting tents shall be turned off nightly during the Event by an Association representative, if left on past Event hours County staff will turn off.

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 Event. The Association will not do or suffer to be done anything at the Exposition Center during the Event 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.

SECTION TWENTY-THREE

NOTICES

All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by U.S. mail, postage prepaid, to the party intended to receive such notice, request or instruction at such party's address shown in the opening paragraph of this Agreement.

SECTION TWENTY-FOUR

GOVERNING LAW AND SEVERABILITY

The laws of the State of Wisconsin shall apply and bind the parties in any and all questions arising hereunder, and the Circuit Court for Waukesha County shall be the sole jurisdiction in which any action or proceeding may be initiated or maintained with respect to this Agreement or the Event. If any provision of this Agreement in any way violates or contravenes the laws of any applicable county, state or municipality, such provisions shall be deemed not to be a part of this Agreement and the remainder of the Agreement shall remain in full force and effect. Invalidity and unenforceability of any provision hereof shall in no way affect the validity and enforceability of any other provision.

SECTION TWENTY-FIVE

BINDING NATURE OF AGREEMENT

All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties.

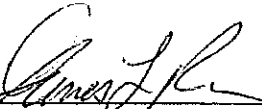
WAUKESHA COUNTY

BY: _____

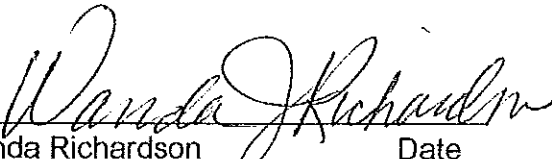
Dale R. Shaver
Director of Parks and Land Use

Date

WAUKESHA COUNTY FAIR ASSOCIATION, INC.

BY: 
James Renn
President

10-24-16
Date

BY: 
Wanda Richardson
Vice President

10-24-16
Date

EXHIBIT #2
ADDITIONAL ITEMS AND SERVICES

DEPARTMENT OF PARKS AND LAND USE

At the Pre-Event meeting, include an Event walkthrough and provide a finalized list of Event food concessionaires along with their contact information to the Division of Environmental Health. Contact Sarah Ward, Manager at sward@waukeshacounty.gov or 262-896-8319. (Inspection and Permit fee cost to vendors)

County expenses for:

- Broken or damaged tables and chairs (replacement cost)
- Excessive turf damage due to negligent move in / move out by Associations vendors. (Time and Materials)
- Late changes to modifying the snow fence layout; July 5, all fence lines are to be marked. (Time)
- Association and vendor equipment and supplies left on the Exposition center grounds beyond the two days after the Event. (All costs incurred to move, relocate or remove Event equipment and supplies from rentable Exposition Center space)

DEPARTMENT OF PUBLIC WORKS

The cost to the Association will be the Department's labor and service cost. Services and supplies provided by the County's Department of Public Works, which will include but not limited to:

- Grading for pedestrian traffic (time and materials)

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.
(time)

Traffic Cones (100) (replacement cost)

A Frames or Barrels (50) (replacement cost)

Light Towers (for pedestrian entries) as requested by Sheriff (County staff to maintain)
(repair or replacement cost)

SHERIFF DEPARTMENT

Agreement Between the Waukesha County Fair Association and the Waukesha County Sheriff Department for Security (Annual Agreement)

Roll Call	Discussion	Voting...	Results	Agenda	Setup	Options
D1 - Kolb			AYE			
D2 - Zimmermann			(M) AYE			
D3 - Morris			AYE			
D4 - Batzko			AYE			
D5 - Dondlinger			AYE			
D6 - Walz			AYE			
D7 - Grant			AYE			
D8 - Michalski			AYE			
D9 - Heinrich			AYE			
D10 - Swan			AYE			
D11 - Howard			(2) AYE			
D12 - Wolff			AYE			
D13 - Decker			AYE			
D14 - Wood						AYE
D15 - Mitchell						AYE
D16 - Crowley						AYE
D17 - Paulson						AYE
D18 - Nelson						AYE
D19 - Cummings						AYE
D20 - Schellinger						AYE
D21 - Zaborowski						Notified
D22 - Wysocki						Notified
D23 - Hammitt						Notified
D24 - Whittow						Absent
D25 - Johnson						AYE
171-0-059			Passed (21 Y - 0 N - 4 Absent)			Majority Vote