

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-071620multi

1 RENTAL AGREEMENT by and between **Morgan Masterpiece, Inc., c/o Laurie Freitag, 1805 Cty.**
2 **Rd. E, Blue Mounds WI 53517, (608)835-9589** (hereinafter referred to as the "LESSEE", whether one or
3 more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as
4 "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 **Covered Arena, Outdoor Arena, Registration Office – Covered Arena, Support Room - Covered**
10 **Arena, Announcers Stand – Covered Arena, Barns A, A+, B, C, & D, P.A. System, Camping Areas - Lot**
11 **#2 A & B and #3, Area South of Food Court, Food Court, and Toilet/Shower Buildings 1&2** (hereinafter
12 referred to as the "PREMISES").

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

July 14, 2020 at 7:00 A.M. and shall terminate on July 19, 2020 at 11:00 P.M.

Total Use Fee = \$12,024.63. Set up days July 14 and 15, 2020. Event Days July 16, 17 and 18,
17 **2020. Take down day July 19, 2020.**

July 13, 2021 at 7:00 A.M. and shall terminate on July 18, 2021 at 11:00 P.M.

Total Use Fee = \$12,310.00. Set up days July 13 and 14, 2021. Event Days 15, 16, and 17,
20 **2020. Take down day July 18, 2021.**

21 3. **RENTAL FEES and DEPOSITS.** The rental fee for the PREMISES shall be as follows:
22 **\$8,927.91 - covered arena (complete use), \$12,439.68 – barn rental, \$577.15 - utility fee, \$1,250.01 –**
23 **food court, \$1,139.88 – camping area rental. (PLUS Pepsi Bottling Group sales, container rental and**
24 **dumping fee – garbage, and animal refuse removal charges to be billed to LESSEE after receipt and**
25 **review by LESSOR) TOTAL FEE: \$24,334.63** which shall be due and payable by LESSEE to

26 **LESSOR** according to the following:

27 A. **Reservation Deposit.** **LESSEE** shall pay a reservation deposit of **\$6,083.66**

28 (equal to approximately 25% of total fee due), to secure performance by **LESSEE** of all of

29 the terms and conditions of this Rental Agreement. The deposit shall be paid by **LESSEE**

30 to the **LESSOR** **upon reservation of the facility.** The reservation deposit payment is

31 non-refundable and shall be deducted from the total fee due (lines 25).

32 B. **Supplemental Deposit** **LESSEE** shall pay a supplemental deposit of **\$6,083.66**

33 (equal to approximately 25% of the total fee due) on or before **May 14, 2020**

34 (approximately three months prior to first event set up day. Section 2). The supplemental

35 deposit is non-refundable and shall be deducted from the total fee due (line 25).

36 C. **Balance Due.** **LESSEE** shall pay the remaining balance due to **LESSOR** before

37 **the close of business 4:30 P.M. CST/CDT on or before July 14, 2020 for July 16, 17**

38 **and 18 2020 event = balance due \$6,083.65 and on or before July 13, 2021 for July**

39 **15, 16 and 17, 2021 = \$6,083.68.** If the remaining balance due **LESSOR** is not received

40 from **LESSEE** by the due date and time (lines 37, 38 and 39), keys for the opening of

41 reserved buildings shall not be checked out to **LESSEE** and use of the **PREMISES** shall

42 be denied.

43 D. **First Right of Refusal** **LESSEE** shall reserve the first right of reservation for the

44 same calendar dates in the years following the end of the Rental Agreement term of a multi-year

45 Rental Agreement. Once a multi-year Rental Agreement term has expired and **LESSEE** has not

46 begun another multi-year Rental Agreement if **LESSOR** receives a request for the same calendar

47 dates **LESSEE** has previously held under a multi-year Rental Agreement, **LESSOR** shall contact

48 **LESSEE** via email and/or telephone informing **LESSEE** of said request. **LESSEE** shall have ten

49 days from transmittal of said notification to reply to **LESSOR** in writing of **LESSEE'S** intentions for

50 the future

51 4. **PARKING.** LESSEE shall have the right to use the parking facilities located **in parking**
52 **shared areas #1, # 2, #3, and #4. See attached map. Parking is not allowed along roadways posted**
53 **as such, or in the manure pit. Violators shall be susceptible to citations from the Oshkosh Police**
54 **Department. Campers and trailers shall remain east of the yellow line on the east side of parking**
55 **lot#1 when using the camping area south of the food court.**

56 5. **USE.** LESSEE shall use the **PREMISES** for the purpose of **conducting a horse show.**
57 **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. . **LESSEE** shall comply
58 with all state and federal laws, rules, and regulations, ADA requirements, NEC NFPA 70E Arc Flash
59 Standards, all applicable municipal ordinances, and all Expo Policies enacted by Administrative Directive in
60 the use of the **PREMISES** including, but not limited to, recycling ordinances and arc flash requirements. See
61 Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted
62 or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold
63 **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the
64 **PREMISES**.

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

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

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

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

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

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

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

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

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

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

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

113 7. **CONCESSIONS.**

114 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
115 term of this agreement: **hot and cold sandwiches, assorted snack items, coffee, soda, milk,**
116 **and bakery items.** No other articles, other than those listed herein, shall be sold by **LESSEE**
117 without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall
118 secure all necessary permits required for the sale of the aforementioned concessions from the City
119 of Oshkosh and/or Winnebago County and provide proof of such permits to the **LESSOR**.

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

123 C. All vendors shall be required to dispose of used grease, gray water and black water in the
124 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the
125 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health
126 Department.

127 8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with

128 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The
129 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
130 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
131 herein.

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

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

137 10. **DIGGERS HOTLINE.**

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

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

149 11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
150 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,
151 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any
152 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto
153 and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily

154 injury to or death of any person, or by reason of any damage to property of third persons occasioned by any
155 act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,
156 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the
157 activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**
158 or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall
159 defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or
160 property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or
161 damages resulting solely from the negligence of the **LESSOR**.

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

169 12. **MISCELLANEOUS.**

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

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

175 C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an
176 agreement in writing, and signed by the party against whom enforcement of any waiver, change,
177 modification or discharge is sought.

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

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

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

186 13. **Additional Provisions.**

187 A. **LESSEE shall rake manure and bedding from stalls to walkways in barns at**
188 **termination of event. All stalls shall be cleaned to the gravel or to the concrete floor. Stall**
189 **doors shall be closed. Stalls rented by LESSEE from a vendor other then LESSOR shall be**
190 **picked clean and left un-raked if they are to be used in conjunction with the following event**
191 **or taken down upon completion of current event. LESSOR shall contract with a vendor to**
192 **furnish a means for removal of animal refuse from manure pits and manure holding areas to**
193 **be continuously emptied until all manure is removed from PREMISES (alternate methods of**
194 **manure removal may be used if approved by Expo Manager). LESSOR shall furnish three**
195 **minimum 8 yd. container units for garbage which shall be taken to the Winnebago County**
196 **Landfill. LESSEE shall be billed for containers, transport and emptying of such after all bills**
197 **have been received and reviewed by LESSOR. Recyclable materials must be sorted and**
198 **disposed of in the marked recycling containers for transport to the Winnebago County**
199 **Recycling Facility.**

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

204 C. LESSEE shall ensure that used charcoal, firewood and ash are disposed of in the proper
205 receptacles placed on the PREMISES for this purpose. No firewood shall be brought onto the

206 **PREMISES** from further away than twenty five miles as per WDNR. Any firewood must be
207 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event.

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

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

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

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

221 17. **NAMING RIGHTS/SPONSORSHIP**

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

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

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

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

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

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

249 18. The entire agreement of the parties is contained herein and this agreement supersedes any
250 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 to include coverage of 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 coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds"**.
4. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**