



**CITY OF MERRILL**  
**FESTIVAL GROUNDS COMMITTEE**  
**AGENDA • THURSDAY FEBRUARY 2, 2017**

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**Regular Meeting**

**City Hall Council Chambers**

**6:00 PM**

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- I. Call to Order
- II. Minutes of previous meeting(s):
  1. Minutes of January 5, 2017 meeting
- III. Agenda items for consideration:
  1. Contract language for permanent vendor stands
  2. Contract language for Fair Association use of grounds
  3. Contract language for Rodeo Association use of grounds
  4. Cost for grounds and building use
- IV. Public Comment Period
- V. Establish date, time and location of next meeting
- VI. Adjournment



**CITY OF MERRILL**  
**FESTIVAL GROUNDS COMMITTEE**  
**MINUTES • THURSDAY JANUARY 5, 2017**

**Regular Meeting**

**City Hall Council Chambers**

**5:30 PM**

I. Call to Order

Alderman Norton called the meeting to order at 5:30 P.M.

| Attendee Name     | Title                       | Status  | Arrived |
|-------------------|-----------------------------|---------|---------|
| Rob Norton        | Alderman - Seventh District | Present |         |
| Tim Meehean       | Alderman - Eighth District  | Present |         |
| Bill Bialecki     | Mayor                       | Present |         |
| Paul Russell      | Alderman - First District   | Present |         |
| Neal Christensen  | Food Vendor Rep.            | Present |         |
| Dale Christiansen | Fair Assn. Rep.             | Present |         |
| Bryan Bloch       | Rodeo Assn. Rep.            | Present |         |

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Alderwoman Kandy Peterson, Alderman John Burgener, Alderwoman Mary Ball, Alderman Ryan Schwartzman, Michael Geisler, James Kreger, Clyde Nelson, Randy Wixson, Taylor Dinges, Bill Dinges, Dick Stoeckmann, Carrie Cordova, Amanda Kostman, Gene Bebel, Sue Kunkel, Bryan Moodie, John Grueneberg, Cindi Christiansen, Dave Buck, Mike Caylor Jr., Brad Becker, Robert Caylor, Diane Wais and City Clerk Bill Heideman.

II. Minutes of previous meeting(s):

1. Minutes of November 10, 2016 meeting

Motion (Meehean/Russell) to approve.

|                |                 |
|----------------|-----------------|
| <b>RESULT:</b> | <b>APPROVED</b> |
|----------------|-----------------|

III. Agenda items for consideration:

1. Contract language for permanent vendor stands

A draft of a document entitled "Merrill Festival Grounds Ground Lease" was distributed. When this document is finalized and approved, it will serve as a contract between the City of Merrill and the "permanent" vendors at the Festival Grounds.

Section six (Restriction on Events) and Section five (Sale of Products) of the document were discussed. In Section two (Building Construction), Mayor Bialecki suggested that language be added to only allow licensed building contractors.

Neal Christensen requested that he be allowed to take the draft document back to the Permanent Vendor group, so that they can discuss and potentially amend it.

Dale Christiansen stated that, during the fair, the Fair Association needs to have some control over the permanent vendors.

Attachment: 2017-01-05 Minutes (2177 : Minutes of January 5, 2017 meeting)

Alderman Meehean suggested that language related to security at events that serve alcohol should be included in the contract. The Fair Association agrees with this suggestion, but the Rodeo Association disagrees.

Neal Christensen stated that the Permanent Vendor group would be meeting in one or two weeks, and that meeting agenda would include discussion and potential revision(s) of the contract. City Attorney Hayden requested that he be allowed to attend that meeting.

Discussion on the proposed contract will continue at the Festival Grounds Committee meeting in February. No action was taken at this time.

## 2. Contract language for Fair Association use of grounds

A draft of a document entitled "A Lease of the Merrill Festival Grounds Between the City of Merrill and the Lincoln County Fair Association" was distributed. When this document is finalized and approved, it will serve as a contract between the City of Merrill and Lincoln County Fair Association for the use of the Festival Grounds for the fair.

Dale Christiansen requested that he be allowed to review the document and discuss it with the Fair Association.

Changes to Section three (Term) were suggested. In Section two (Building Construction), Mayor Bialecki suggested that language be added to only allow licensed building contractors.

Alderman Meehean suggested that some accounting-related amendments be made to the contract.

Alderman Russell suggested that the contract be for 25 years. He also suggested an annual review in the first two years, with a review every three years after that.

Discussion on the proposed contract will continue at a future Festival Grounds Committee meeting. No action was taken at this time.

## 3. Determine fee for use of grounds by Merrill Riders Club

City Administrator Johnson reported that the Merrill Riders Club is a bit different than other groups that use the grounds. At the events the Merrill Riders Club holds at the Festival Grounds, the public is not really invited to attend.

It was noted that, for Merrill Riders Club events, the City should recoup their costs. Alderman Meehean suggested that the Merrill Riders Club should have a contract with the City for their events. He added that the fee should be, at a minimum, sufficient to allow the City to cover their costs. Alderman Meehean suggested contacting the Parks and Recreation Department and/or Commission to obtain information on establishing fee amounts.

No action was taken at this time.

## 4. Determine fees/no fees for other events such as Relay for Life and Rodeo

Motion (Meehean/Bialecki) to not charge a fee to the group who uses the grounds for the annual "Relay For Life" event. Carried.

It may be possible for other non-profit entities to receive a waiver of the fee when using the grounds. However, these fee waiver requests would need to be submitted to the Festival Grounds Committee, who would then, on a case by case basis, make a decision on the request.

Festival Grounds Manager Richard Bjorklund will be responsible for scheduling events at the Festival Grounds. Alderman Russell stated that he would like to see Mr. Bjorklund in attendance at all Festival Grounds Committee meetings.

Mike Caylor Jr. made comments related to the time of meetings. He suggested that the meetings start a bit later, to make it easier for those working during the day to attend.

Potential fees to be charged to the Rodeo Association were discussed. Bryan Bloch noted that the Rodeo Association is a non-profit organization, and the revenue generated by the rodeo is returned to the community. City Administrator Johnson stated that the Rodeo Association has spent money on improving the facility. Based on that, City Administrator Johnson suggested that any fee charged to the Rodeo Association should be less than fees charged to entities that have no investment in the facilities. Bryan Bloch and the Rodeo Association will discuss the possibility of a fee/contract arrangement.

Neal Christiansen requested a copy of an audited report on the 2016 Tractor Pull.

A potential contract with the Rodeo Association will be discussed at the February meeting. No action was taken at this time.

#### IV. Establish date, time and location of next meeting

Thursday, February 2<sup>nd</sup>, 2017 at 6:00 P.M., in the City Hall Common Council Chambers.

#### V. Public Comment Period

Alderman Norton noted the large turnout and thanked all those in attendance.

Randy Wixson stated that the Merrill Area Chamber of Commerce hopes to hold the 2017 "Pork in the Park" event at the Festival Grounds.

Gene Bebel asked questions related to the use of the Enrichment Center. He also asked whether "mobile" food vendors would be subject to a fee when selling at Festival Grounds events.

#### VI. Adjournment

Motion (Bialecki/Meehean) to adjourn. Carried. Adjourned at 6:54 P.M.

January 25, 2017

## MERRILL FESTIVAL GROUNDS GROUND LEASE

This agreement, made and entered into as of \_\_\_\_\_, by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and \_\_\_\_\_ whose mailing address is \_\_\_\_\_ hereinafter called the Lessee(s).

**WHEREAS**, the Lessor owns and operates the Merrill Festival Grounds (hereinafter the “Grounds”) and Lessee is desirous of leasing from the Lessor a certain parcel of land at the Merrill Festival Grounds, hereinafter more fully described, for the purpose of concession sales and related endeavors;

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements upon the following terms and conditions.

1. **Property Description:** Building No. \_\_\_\_\_, as described on the attached map, including five feet (5’) in all directions from the perimeter of Building \_\_\_\_\_ or area used and delineated by owner of Building \_\_\_\_\_. This consists of a land area \_\_\_\_ feet by \_\_\_\_ feet totaling \_\_\_\_\_ square feet, with \_\_\_\_\_ feet of frontage, located at the Merrill Festival Grounds.

If alcoholic beverages are served by Lessee, they agree to fence the area in which alcohol is dispensed and/or consumed, per City of Merrill policy and/or insurance requirements.

2. **Building Construction.** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Safety and Professional Services, ~~and~~ pertinent provisions of any local ordinance in effect and the work is performed by properly licensed contractors. The ~~All~~ plans for ~~such~~ replacing or remodeling such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
3. **Term.** The original term of this lease commenced on \_\_\_\_\_ and will continue for 25 years from said date, it and shall be automatically renewed from year to year thereafter, January 1<sup>st</sup> through December 31<sup>st</sup>. This agreement shall be reviewed yearly for a period of three years, after commencement of the lease term,

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and every three years thereafter ~~and rates~~ ~~ents~~ adjusted and other terms reviewed. In the event Lessee wishes to terminate this lease, Lessor shall receive at least a 90-day notice of such intention prior to the expiration of the lease. ~~Review cycle shall be completed by December 31, \_\_\_\_\_ and every three years thereafter.~~

4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$ \_\_\_\_\_ per ~~square~~ **linear** foot for the land leased for a total annual charge of \$ \_\_\_\_\_, plus tax, payable on or before January 31<sup>st</sup> of each year during the term of this lease. It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment, as set forth above, provided that any readjustment of present rates shall be reasonable and applicable to all Leases at the Festival Grounds.
5. **Sale of Products.** Lessee is aware that to accommodate the demands of certain event sponsors, the Lessor or Sub-Lessor retains the right to specify which brands of food or beverage products may be sold during such time as the Sub-Lessor is in legal possession of premises. ~~the Lincoln County Fair Association shall, every year, lease the Merrill Festival Grounds from the City of Merrill, for a period, not to exceed 30 days in July or August, each year for the Lincoln County Fair.~~ Lessee shall agree to honor any written request, deemed reasonable and approved by the Festival Grounds Committee, made by the Sub-Lessor ~~Lincoln County Fair Association~~ related to the sale of beverages or ~~related~~ food products ~~particularly as it pertains to Lincoln County Fair Association's agreement with Pepsi Cola or its distributors or other like vendors.~~
  - Lessor or Sub-Lessor** shall have the right to establish minimum prices for food and beverages, and size of commodities sold to ensure uniformity among vendors.
  - 5. Lessor or Sub-Lessor** may request/require and/or establish security measures at any time, and at any event, which alcohol is offered for sale.
6. **Restrictions on Events.** Lessee agrees that during certain events sponsored by the City of Merrill, Merrill Chamber of Commerce, or like entities (e.g. Pork in the Park) at the Merrill Festival Grounds, Food Vendor Lessees shall not be open for business. The City of Merrill shall attempt to give the Food Vendor Lessees 30 days written notice of such event.
7. **Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe operation of the concession /refreshment stand; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons;

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the right, in common with others authorized to do so, to use common areas of the Merrill Festival Grounds.

- 8. Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Merrill Festival Grounds.
- 9. Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from all loss or damages by reason of such acts or omissions.
- 10. Assumption of Risk for Personal Property and Fixtures.** All personal property and fixtures of any kind or description whatsoever, including, but not limited to vehicles and products placed on the leased premises, shall be placed on the leased premises at the Lessee's sole risk, which risk Lessee hereby agrees to assume. The City of Merrill shall not be liable for any damage done to or loss of such personal property, or damage or loss suffered by any business or occupation of the Lessee arising from acts or omissions of others, or from the malfunction of any utility or mechanical systems serving the leased premises.
- 11. Insurance.** The Lessee agrees that he will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for the injury or death of one person in any one accident; and in the amount of \$1,000,000 for the injury or death of more than one person in any one accident; and in the amount of \$1,000,000 for damage to property of others for any one accident. The policy shall also name the City of Merrill, as additional insured and provide for a minimum of ten (10) days prior written notice to the City of Merrill in the event of a cancellation. The Lessee shall provide the City of Merrill with the Certificate of Insurance. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 12. Maintenance of Buildings.** The Lessee will maintain the structures occupied by it and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the

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Lessor may grant an extension of time if it appears such extension is warranted.

- 13. Right to Inspect.** The Lessor reserves the right to request entrance to the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- 14. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to it.
- 15. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 16. Utilities.** Lessee is responsible for all utilities associated with their building, including electric, and propane. Water Utility will discontinue water service on or about October 31<sup>st</sup>.
- 17. Default.** The Lessee shall be deemed in default upon:
- a. Failure to pay rent within 30 days after due date.
  - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
  - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
  - d. The making of an assignment for the benefit of creditors.
  - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.
- In the event of a default, except for the payment of rent, the Lessor shall give five (5) days written notice of the nature of the default to the Lessee. Lessee shall have thirty (30) days from the date of the notice to cure any other Default. Failure to pay rent in a timely fashion under this lease shall constitute a Default without further notice except as required under Wisconsin state statutes. Default as defined under this paragraph, shall authorize the Lessor, at its option, to declare this lease void, cancel the same, and re-enter and take possession of the premises.
- 18. Title.** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee may, at the option of the Lessor, remove the buildings, equipment, and property, and restore the leased

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property to its original condition.

- 19. Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained herein, without the consent of the Lessor.
- 20. Merrill Festival Grounds Development.** The Lessor reserves the right to further develop or improve Merrill Festival Grounds as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the Merrill Festival Grounds requires the relocation of the Lessee on the Festival Grounds, the Lessor agrees to provide a comparable location to Lessee.
- 21. Dispute Resolution.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by resolution in the appropriate Court of Record.

DRAFT

Attachment: Permanent Vendor Lease Agreement (2216 : Contract language for permanent vendor stands)



January 30, 2017

## A LEASE OF THE MERRILL FESTIVAL GROUNDS BETWEEN THE CITY OF MERRILL AND THE LINCOLN COUNTY FAIR ASSOCIATION

This agreement, made and entered into as of \_\_\_\_\_, by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and Lincoln County Fair Association whose mailing address is \_\_\_\_\_ hereinafter called the Lessee(s).

**WHEREAS**, the Lessor owns and operates the Merrill Festival Grounds (hereinafter the "Grounds") and Lessee is desirous of leasing, for 30 days in July or August from the Lessor, a certain parcel of land at the Merrill Festival Grounds, hereinafter more fully described, for the purpose of providing the annual exposition known as the Lincoln County Fair;

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements upon the following terms and conditions.

- 1. Property Description:** Part of Certified Survey Map No. 2459, as recorded in the Lincoln County Register of Deeds Office, Lincoln County, Wisconsin, **except those areas previously leased to service and similar organizations, as well as the public area delineated on the attached map.**
- 2. Building Construction.** The Lessee shall have the right to erect and alter temporary buildings or structures upon the premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Safety and Professional Services, ~~and~~ pertinent provisions of any local ordinance in effect, and the work is performed by properly licensed contractors. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to erection.
- 3. Term.** The original term of this lease commences ~~one~~ 13 days ~~(1)-week~~ prior to the opening date of the 5 – day fair through 12 days ~~one (1)-week~~ after the final date of the fair. The original term of this lease commenced on \_\_\_\_\_ and will continue for 5 years from said date, it and shall be automatically renewed from year to year, January 1<sup>st</sup> through December 31<sup>st</sup> thereafter. This agreement shall be reviewed yearly for a period of three years and every three years thereafter and rent/conditions adjusted
- 4. Rent.** Lessor shall charge no rent to the Lincoln County Fair Association, in consideration of the positive economic and social impact the Lincoln County Fair has on the City of Merrill and surrounding Towns and Cities. Lincoln County Fair Association shall pay to the City of Merrill, in lieu of rent, an amount equal to 10% of any net profit realized by the Lincoln County Fair Association each year by December 1<sup>st</sup> of that year. The Lincoln County Fair Association's financial statement shall be delivered to the City of Merrill within 30 days of the completion, but no later

Attachment: Fair Association Lease Agreement (2217 : Contract language for Fair Association use of grounds)

January 30, 2017

than October 31<sup>st</sup> of each year. Allowable expenses – Lincoln County Fair Association to the City of Merrill – cash expenses only, (not depreciation, etc) The City reserves the right , when calculating the 10% payment, to disallow any non-Lincoln County Fair Association related expenses.

Lincoln County Fair Association is responsible for all utility payments, paper products, cleanup of grounds/buildings, and repair of damages above and beyond normal wear and tear on the Festival Grounds and/or facilities.

Lincoln County Fair Association shall also, in lieu of rent, and in consideration of the City allowing the Lincoln County Fair Association to use the Cattle Barn for storage of its personal property, winterize the Cattle Barn, including emptying and “blowing out” water lines, water heaters, etc., after the Fair has concluded, and before October 15<sup>th</sup> of each year. **Water Utility will discontinue water service on or about October 31<sup>st</sup>.**

Lincoln County Fair Association shall install, at its sole expense if desired, ventilation fans in the Cattle Barn building, which shall become property of the City of Merrill.

Lincoln County Fair Association, with proper permits and licenses, shall be allowed to sell beer in the Grand Stand during the Grand Stand performances.

- 5. Non-Exclusive Use.** The Lessee shall have the right to the exclusive use of the parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe operation of the Lincoln County Fair; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the Merrill Festival Grounds.

**This lease is expressly subject to Lease Agreements between the City of Merrill and some civic/benevolent organizations. No fees, rents, or similar charges shall be assessed by the Lincoln County Fair Association to those organizations during the term of this agreement.**

- 6. Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the Merrill Festival Grounds.
- 7. Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, his agents or employees, and from all loss or damages by reason of such acts or omissions.
- 8. Assumption of Risk for Personal Property and Fixtures.** All personal property and fixtures of any kind or description whatsoever, including, but not limited to vehicles and products placed on the leased premises, shall be placed on the leased premises at the Lessee’s sole risk, which risk Lessee hereby agrees to assume. The City of

January 30, 2017

Merrill shall not be liable for any damage done to or loss of such personal property, or damage or loss suffered by any business or occupation of the Lessee arising from acts or omissions of others or from the malfunction of any utility or mechanical systems serving the leased premises.

- 9. Insurance.** The Lincoln County Fair Association shall furnish the City of Merrill with a Certificate of Insurance naming the City of Merrill as an additional insured, indicating proof of the following insurance and insurance limits: Workers Compensation (if applicable) in compliance with the Compensation Law of the State of Wisconsin,

General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage coverage of \$ **2,000,000**. 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. Professional Liability

Automobile Liability Insurance with a minimum combined single liability per occurrence of \$**1,000,000** for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

Such insurance shall indicate dates of coverage for all activities relating to the event, including accessing the Festival Grounds to set up prior to the event date(s), and cleaning up after the event.

- 10. Maintenance of Buildings.** The Lessee will maintain the structures occupied by it and the surrounding land premises in good order and make such minor repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.
- 11. Right to Inspect.** The Lessor reserves the right to request entrance to the premises, which request will not be unreasonably withheld, at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, local ordinances or other

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regulations.

- 12. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to it.
- 13. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 14. Default.** The Lessee shall be deemed in default upon:
- a. Failure to pay any sums due within 30 days after due date.
  - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
  - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
  - d. The making of an assignment for the benefit of creditors.
  - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.
- 15. Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained, without the consent of the Lessor.
- 16. Merrill Festival Grounds Development.** The Lessor herein reserves the right to further develop or improve Merrill Festival Grounds as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.
- 17. Dispute Resolution.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by resolution in the appropriate Court of Record.

January 30, 2017

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_ in the City of Merrill, Lincoln County, Wisconsin.

LESSOR: CITY OF MERRILL

LESSEE: LINCOLN COUNTY FAIR ASSOCIATION

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

STATE OF WISCONSIN)  
) ss.  
COUNTY OF LINCOLN)

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, William R. Bialecki and William N. Heideman, who acknowledged that they were Mayor and City Clerk, respectively of the City of Merrill, and that they, as such Mayor and City Clerk, being authorized to do so, executed the foregoing instrument on the city's behalf.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission

STATE OF WISCONSIN)  
) ss.  
COUNTY OF LINCOLN)

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they executed the foregoing instrument on their own behalf.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission

Attachment: Fair Association Lease Agreement (2217 : Contract language for Fair Association use of grounds)

January 31, 2017

**EXPO HALL**  
Agreement for Rental

By and Between CITY OF MERRILL, a Wisconsin Municipal Corporation (herein after referred to as "CITY")

**AND**

\_\_\_\_\_  
Print Name, (herein after referred to as "USER")

\_\_\_\_\_  
Address City State

\_\_\_\_\_  
Home Telephone Cell Phone Work Telephone E-Mail

User may utilize a licensed catering service or bring in their own food and non-alcoholic beverages. Any alcoholic beverage **SALES** require the appropriate City of Merrill License (Picnic License). User agrees to hold harmless the City of Merrill for any damages related to this agreement.

As more specifically set forth in the Terms and Conditions attached to this document and incorporated herein, CITY shall hereby let to USER and USER shall hereby lease from CITY the exclusive use of the following area(s) of the Expo Center: (See Page #2)

Type of event: \_\_\_\_\_  
(If wedding please name bride and groom)

Requested Reservation Date(s): \_\_\_\_\_

Cost of rental and related services (Per details on page 2) \$ \_\_\_\_\_

Security deposit charged in addition to cost of rental \$ \_\_\_\_\_

(Due upon execution of agreement)

**TOTAL AMOUNT DUE NOW:** \$ \_\_\_\_\_

Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF MERRILL**

**RESERVED BY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name \_\_\_\_\_

**RETURN PAGES 1 AND 2 ALONG WITH PAYMENT TO:**  
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452  
715-536-\_\_\_\_\_

Attachment: Expo Center Rental Agreement (2219 : Cost for grounds and buildings use)

January 31, 2017

**FACILITIES REQUESTED FOR RENTAL (please mark your preference)**

     **Expo Hall** Base rate of \$      ~~350.00~~ per day. Multiple day rentals will receive a rate of \$      ~~250~~ for second consecutive day and \$      ~~200~~ per day for each additional consecutive day. Utility expenses including water, natural gas, and electricity throughout the period of rental, and labor costs incurred by the city of services related to set up and tear down will be invoiced after event. A minimum security deposit of \$      ~~100.00~~ is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. Special/Larger events will be charged at a rate agreed upon by the City of Merrill and the “User”.

     **Expo Hall with Kitchen** Base rate of \$      ~~350.00~~ per day. Multiple day rentals will receive a rate of \$      ~~250~~ for second consecutive day and \$      ~~200~~ per day for each additional consecutive day. Utility expenses including water, natural gas, and electricity throughout the period of rental, and labor costs incurred by the city of services related to set up and tear down will be invoiced after event. A minimum security deposit of \$      ~~100.00~~ is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. Special/Larger events will be charged at a rate agreed upon by the City of Merrill and the “User”.

~~**Multi Purpose Room:** Base rate of \$20.00 per hour with a minimum of \$40.00 and a maximum daily fee of \$150.00. A minimum security deposit of \$50.00 is required for each rental. All day rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required.~~

\*\*\*\*\*

~~**1/2 of Arena:** Base rate of \$250.00 per day. Multiple day rentals will receive a rate of \$100 for second consecutive day. A minimum security deposit of \$100.00 is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight.~~

\*\*\*\*\*

~~**Main Arena:** Base rate of \$350.00 per day. Multiple day rentals will receive a rate of \$250 for second consecutive day and \$200 per day for each additional consecutive day. Utility expenses including water, natural gas, and electricity throughout the period of rental, and labor costs incurred by the city of services related to set up and tear down will be invoiced after event. A minimum security deposit of \$100.00 is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. Special/Larger events will be charged at a rate agreed upon by the Smith Center Manager and the “User”.~~

**ADDITIONAL ITEMS AVAILABLE/REQUESTED:**

**Rental to include:**

- Steel folding chairs (maximum of ~~245~~      available)
- 8’ folding banquet tables (maximum of ~~50~~      available)
- Free-standing podium (1 available)**

Attachment: Expo Center Rental Agreement (2219 : Cost for grounds and buildings use)

January 31, 2017

**Additional Charges:**

\_\_\_\_\_ Other set up required. Please specify: \_\_\_\_\_

\_\_\_\_\_ Clean up (\$25 per person per hour)

\_\_\_\_\_ ~~Concessionaire Food Service Required~~

\_\_\_\_\_ ~~Concessionaire Beverage Service Required~~ — (if alcoholic beverages MUST use this service)

**Additional Requests/Agreements:** \_\_\_\_\_

**Rental Begins:** Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**Rental Ends:** Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**City** \_\_\_\_\_ (Initial)

**User** \_\_\_\_\_ (Initial)

DRAFT

Attachment: Expo Center Rental Agreement (2219 : Cost for grounds and buildings use)

January 31, 2017

## EXPO CENTER AGREEMENT TERMS AND CONDITIONS

- 1) **PAYMENT**  
USER agrees to pay CITY, the rate shown on the face of this document for the stated use of the facility, payable in full no less than two weeks in advance of the time of use
- 2) **RENTAL DEPOSIT FEE**  
This deposit fee shall be paid upon execution of Agreement and applied to offset payments at the end of the lease term, provided all payments are made as scheduled. Failure to maintain at least two weeks of advance payment will result in forfeiture of the deposit.
- 3) **USE OF ADJACENT FACILITIES**  
USER agrees to use only the designated areas and restroom facilities as indicated on cover page(s) of this agreement.
- 4) **BANNED SUBSTANCES**  
USER agrees not to serve beverages or food on the premises, unless permission is secured in writing prior to the payment of rent. USER further agrees that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. Alcoholic beverages shall be permitted only for non-youth related activities and shall be provided only through the designated beverage Concessionaire at the Smith Multi-Purpose Center. NO CARRY INS. USER understands that any violation of this paragraph shall give CITY the right to terminate this Agreement without penalty to CITY and permanently bar USER, or any member or guest of USER, from the premises.
- 5) **USE OF FACILITIES**  
USER agrees to use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal state and federal laws, any rules and regulations as prescribed by CITY or                      Committee.
- 6) **DISCLAIMER**  
CITY assumes no responsibility for the manner in which the USER utilizes the facility which is let hereby. Any performances or other activities taking part during the time period covered by this agreement shall be under the sole and direct supervision and control of the USER or its officers, agents, employees, members, guest, patrons, or invitees. CITY assumes no responsibility for the manner in which said performances or activities are conducted and carried out.
- 7) **LIABILITY**  
USER agrees to indemnify and hold CITY harmless from any and all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained by anyone, by reason of the use or occupation of the facilities under this Agreement, or by any act of omission of USER or any of its officers, agents, employees, members, guests, patrons, or invitees and USER shall pay any and all damage to the property of CITY or loss or theft of such property, done or caused by such persons.
- ~~8)~~ **FOOD CONCESSIONS**  
~~The City has awarded a contract to a Concessionaire for the sole and exclusive rights to all food concessions in the Kitchen area of the Smith Center. That Concessionaire does have the right to waive those rights to another party with agreement with the Smith Center.~~
- ~~9)~~ **BEVERAGE SERVICE**  
~~The City has awarded a contract to a Concessionaire for the sole and exclusive rights to all beverage service including alcohol. That concessionaire holds the liquor license for the premise and is responsible for the sale, consumption, and control of all alcoholic beverages. No carry-ins are allowed.~~
- ~~10)~~ **LOST PROPERTY**  
City assumes no responsibility whatsoever, for any property placed on the premises, and CITY is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of said premises under this Agreement.
- ~~11)~~ **RIGHT TO CONTROL**  
It is understood the City hereby reserves the right to control and manage premises and to enforce all necessary and proper rules for the management and operation of the premises and for CITY employees or other authorized representatives to enter and exercise their authority at the premises, at any time. CITY also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the premises and USER hereby waives any and all claims for damages against CITY or any of its representatives resulting from the exercise of this authority.
- ~~12)~~ **10) CANCELLATION**  
CITY reserves the right to cancel any scheduled rental time for any reason including, but not necessarily limited to equipment failure, poor ice conditions, or scheduling or special events. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Any cancellation on behalf of USER will be penalized as follows. Notice of less than 60 days, USER is obligated to fulfill agreement to the full terms of Agreement.
- ~~13)~~ **11) ASSIGNMENT**  
USER may assign this Agreement or any portion of this Agreement only with the prior written approval of CITY.
- ~~14)~~ **12) ADANDONED PROPERTY**  
CITY shall have the sole right to collect and have custody of all articles left in the premises by persons using the facilities under authority of this Agreement. After a period of thirty (30) days, any such property shall be deemed abandoned and become the property of CITY.

Attachment: Expo Center Rental Agreement (2219 : Cost for grounds and buildings use)

January 31, 2017

~~15)~~13) TAXES  
The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property, or other similar taxes shall be assumed and paid for by USER.

~~16)~~14) ENTIRE AGREEMENT  
This document constitutes the entire Agreement between the parties and supersedes all previous communications, representations, understandings and agreement whether oral or written, between the parties.

~~17)~~15) AMENDMENTS  
This Agreement cannot be modified in any way except by a written document signed by both parties.

~~18)~~16) GOVERNING LAW  
This Agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.

~~19)~~17) SEVERABILITY  
If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be effected thereby and shall remain in full force and effect.

~~20)~~18) FORCE MAJEURE  
Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.

~~21)~~19) SECURITY DEPOSIT  
A security deposit will be required for each rental. Minimum deposit is \$\_\_\_\_\_ for Expo Center and \$\_\_\_\_\_ for Expo Center with Kitchen. Larger deposits may be required for certain events that have the potential to require more clean up, will produce more trash, or cause damage to the facility. Security deposit is non refundable in the event that USER cancels event unless a written notice of more than 60 days is given. Security deposit will be returned to USER within 30 days of rental if facilities rented are returned on time in the proper condition. CITY reserves the right to deduct from deposit any expenses incurred to correct any damages or deficiencies in facilities upon return.

~~22)~~20) FACILITY CLEANUP  
USER is responsible for all clean up of facilities rented. This includes the cost of trash removal. USER will take occupancy of facility in the condition it is expected to be returned in. Entire cleanup must be performed within time allotted for rental. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour.

~~23)~~21) NOTICES  
Any notices required or permitted under this Agreement shall be in writing. Such notices shall be delivered in person or sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of the Agreement. Notice shall be effective when mailed, or upon delivery if delivered in person  
To City: send two copies

Manager

Merrill, WI 54452

And

City Clerk

City of Merrill

1004 E. First Street

Merrill, WI 54452

Any party making change in their address shall be responsible for notify all other parties of the change. Notice to the addresses listed above shall be effective until such time as a change is made in accordance with this paragraph.

Attachment: Expo Center Rental Agreement (2219 : Cost for grounds and buildings use)

### MERRILL FESTIVAL GROUNDS LEASE AGREEMENT AND FEE SCHEDULE

**GROUNDS ONLY:** \$250.00 Daily Fee  
 \$250.00 Security Deposit  
 Includes the use of the area lying west of the Grandstand (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Restroom cleaning and janitorial supplies is included in the \$250.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event

\_\_\_ **BUILDING AND PARKING ONLY** \$ Daily Fee  
 \$ Security Deposit

**GROUNDS AND \_\_\_ BUILDING** \$ Daily Fee  
 (50' x 120') \$ Security Deposit

Includes the use of the area lying west of the Grandstand (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Restroom cleaning and janitorial supplies is included in the daily fee.

**GRANDSTAND AND PARKING ONLY:** \$550.00 Daily Fee  
 \$ Security Deposit  
 \$50.00 for use of Public Address System

**GRANDSTAND AND GROUNDS:** \$750.00 Daily Fee  
 \$ Security Deposit

Includes the use of the Grandstand and area lying west on the Grand Stands (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Restroom cleaning and janitorial supplies is included in the daily fee.

**GRANDSTAND, GROUNDS AND \_\_\_ BUILDING** \$ Daily Fee  
 \$ Security Deposit

Includes the use of the area lying west of the Grandstand (does NOT include strip of property leased by the permanent food vendors or any other buildings)

Attachment: Festival Grounds Lease Agreement and Fee Schedule (2219 : Cost for grounds and buildings use)

January 30, 2017

**CONDITIONS**

1. **PAYMENT:** All users will be required to submit payment 30 days in advance for the use of the Festival Grounds.
2. **INSURANCE** Event Sponsors shall furnish the City of Merrill with a Certificate of Insurance naming the City of Merrill as an additional insured, indicating proof of the following insurance and insurance limits:

Workers Compensation (if applicable) in compliance with the Compensation Law of the State of Wisconsin

General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$ **1,000,000**, \$ 2,000,000 if explosion, underground and/or collapse involved. 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. Professional Liability

Automobile Liability Insurance with a minimum combined single liability per occurrence of **\$1,000,000** for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

Such insurance shall indicate dates of coverage for all activities relating to the event, including accessing the Festival Grounds to set up prior to the event date(s) and cleaning up after the event.

3. **UTILITIES:** (*Water, electric, gas, garbage/dumpsters*)
4. **MAINTENANCE DEPARTMENT CHARGES:** *Users will be charged a minimum of 1-hour for a Maintenance staff worker to return to the Festival Grounds for any reason after their normal working hours. Maintenance staff currently works from \_\_\_ a.m. to \_\_\_\_\_ p.m. (M-F) Users are encouraged to handle event issues during their scheduled work hours. City will furnish custodial service for the purpose of locking and unlocking doors and securing city-owned equipment at a cost of \$25.00 per hour.*

January 30, 2017

5. **CLEANING FEES:** It is the responsibility of the Lessee of the Grandstand, Festival Grounds, or Building or any combination thereof to clean and restore the premises to the condition in which they were rented. This includes, but is not limited to; trash removal, removal of their equipment such as trailers, sound systems, cleaning etc. If the facilities and/or grounds are not cleaned to the satisfaction of the City, then the user will be charged for cleaning at a cost of \$25.00 per hour per employee to compensate the City for such services.
6. **LATE FEE:** All bills must be paid by user within \_\_\_ days of receipt. After \_\_\_ days, City may assess a late payment fee of 1.5% per month.

# DRAFT