



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

Regular Meeting

Bierman Building

6:00 PM

- I. Call to Order
- II. Minutes of previous meeting(s):
 1. Minutes of October 5, 2017 meeting
- III. Agenda items for consideration:
 1. Continue reporting and discussion of alcohol licensing
 2. Outside vendor agreement (Labor Day)
 3. Leases:
 - Merrill Riders Club
 - Food Vendors
 4. Monthly report from Food Vendor Rep. Christensen
 5. Fair financial report/update from Food Assn. Rep. Becker
 6. Monthly report from Festival Grounds Manager Bjorklund
- IV. Public Comment Period
- V. Establish date, time & location of next meeting
- VI. Adjournment



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

Regular Meeting Bierman Building 6:00 PM

I. Call to Order

Alderman Norton called the meeting to order at 6:00 P.M.

Table with 4 columns: Attendee Name, Title, Status, Arrived. Rows include Rob Norton, Tim Meehean, Bill Bialecki, Paul Russell, Neal Christensen, Bryan Bloch, and Brad Becker.

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Festival Grounds Manager Richard Bjorklund, Alderwoman Kandy Peterson, Dick Stoeckmann, Diane Wais and City Clerk Bill Heideman.

II. Minutes of previous meeting(s):

1. Minutes of September 7, 2017 meeting

Motion (Meehean/Russell) to approve.

RESULT: APPROVED

III. Agenda items for consideration:

1. Continue reporting and discussion of alcohol licensing

City Attorney Hayden reported that a Request for Proposal (RFP) will be prepared for consideration by potential licensees.

2. Continue discussion of Non-Profit/Charitable policy

City Attorney Hayden distributed a memo on Non-Profit Organizations Use Policies. He explained that the committee needs to answer the following questions:

- Which organizations are considered charitable and which are considered non-profit, and why?
• Should an hourly rate and/or a partial day rate be included in the fee schedule?
• Which groups, if any, are exempt from rental charges?

Attachment: 2017-10-05 FGC Minutes (2912 : Minutes of October 5, 2017 meeting)

Motion (Meehean/Bloch) to change the Monday-Thursday daily rental fee for the Bierman Expo Center to \$300. Carried.

Discussion was then held on potential exceptions to the fee schedule. Alderman Norton suggested that, considering the size of their financial commitment to the facility, the Bierman Family Foundation could request a fee exception for Bierman Family Foundation events held at the facility.

No action was taken on exceptions to the fee schedule.

3. Commercial kitchen rental

Diane Wais reported that she has received a request to rent the Bierman Expo Center commercial kitchen only

City Administrator Johnson noted that, in the past, a similar request was received to use the commercial kitchen at City Hall. That request was denied.

Motion (Bialecki/Christensen) to initiate a policy prohibiting the rental of only the Bierman Expo Center commercial kitchen. Motion failed.

4. 2017 Fair recap

Brad Becker reported that the financial report related to the 2017 fair are still being prepared.

5. 2018 Fair dates

The tentative dates for next year's fair are Wednesday, August 15th, 2018 to Sunday, August 19th, 2018. Spectrum Carnival will be providing the rides, games, etc.

The Association of Fairs - District II meeting was held recently at the facility. It is possible that Merrill could become a permanent host to this annual meeting.

Festival Grounds Manager Bjorklund stated that, in his opinion, changing to one-way traffic on East Sixth Street (Sales Street to Memorial Drive) during the fair does not make sense.

6. Food vendor lease

A copy of the proposed lease was in the meeting packet.

City Administrator Johnson reported that the tractor pull sponsor does not want to decide which "permanent" vendors can be open for the tractor pull. Therefore, in the future, the City will be making that decision.

Discussion was held on the proposed lease. Discussion will continue at the November meeting. At that meeting, Neil Christensen may propose some amendments to the document.

No action was taken at this time.

7. Rodeo Association lease

A copy of the proposed lease was in the meeting packet.

Neil Christensen requested that it be noted that the rodeo has made donations to improve the facility and has also allowed other entities to use rodeo-owned equipment.

Motion (Meehean/Russell) to approve the lease document, as presented.

RESULT:	APPROVED
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8. Monthly report from Festival Grounds Manager Bjorklund

Verbal information on upcoming projects and events was provided.

IV. Public Comment Period

Sheri Pudlowski expressed her hope that the future would bring increased community involvement in events at the Enrichment Center.

Representatives from Relay for Life shared their plans for the 2018 Relay for Life, which may include a parade.

Bryan Bloch was pleased to report that the Wisconsin Pro Rodeo recently received an award.

V. Establish date, time & location of next meeting

Thursday, November 2nd, 2017 at 6:00 P.M. at the Bierman Center.

VI. Adjournment

Motion (Becker/Meehean) to adjourn. Carried. Adjourned at 8:01 P.M.

A LEASE OF THE MERRILL FESTIVAL GROUNDS BETWEEN THE CITY OF MERRILL AND THE MERRILL RIDERS CLUB

This agreement, made and entered into as of _____, by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and **Merrill Riders Club** whose mailing address is **9509 Naugart Drive, Merrill, WI 54452** hereinafter called the Lessee(s).

WHEREAS, the Lessor owns and operates the Merrill Festival Grounds (hereinafter the "Grounds") and Lessee is desirous of leasing, at various times, agreeable between the parties, a certain parcel of land at the Merrill Festival Grounds, hereinafter more fully described, for the purpose of providing gymkhanas and speed shows throughout the summer months;

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
2. **Term.** The term of this agreement commences on May 1, 2017 and terminates September 30, 2017.
3. **Rent.**

Rent shall be charged as follows for 2017:

Friday,	May 19, 2017	\$200.00
Saturday,	May 27, 2017	\$200.00
Friday,	June 2, 2017	\$200.00
Friday,	June 16, 2017	\$200.00
Friday,	July 21, 2017	\$200.00
Friday,	August 18, 2017	\$200.00

Upon a 30 day request by Lessor, Lessee shall make a good faith effort to reschedule any of the above events.

A Security Deposit of \$250.00 shall be paid prior to the first scheduled event. Assuming no deductions are made from that deposit, Lessor shall transfer the deposit to the next scheduled event. If any funds in the deposit are used, Lessee shall replenish the deposit amount prior to the next scheduled event.

Attachment: Merrill Riders Club Lease (2916 : Merrill Riders Club)

Restroom and Janitorial supplies are included in the \$200.00 rental fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage from the event. **This also includes cleanup of all parking areas, trailer areas and horse refuse/waste.**

Ruts and displacement of earth, gravel or other material shall be repaired to the satisfaction of Lessor, within 72 hours after the conclusion of events by the Lessee. Upon failure of the Lessee to repair such damage, Lessor shall repair or otherwise remediate the damage, and assess all costs for such repairs to the Lessee.

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 8:00 a.m. to 4:30 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.
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. **Use of the Timing Building.** Lessor and Lessee agree to the following:
 - a) The Timing Building may be used after notification and permission granted by the Lincoln County Rodeo Association and proper documentation/Lease Agreements are completed with the City.
 - b) User may have the use of equipment stored in the building, provided it is cleaned after use.
 - c) User will be responsible for any damages to the building, equipment stored in the building, and related timing equipment. It will be at the Lessor and the Lincoln County Rodeo Association's discretion if damages can be repaired or if replacement is needed.
 - d) User may not hang, or attach items to, nail, cover, or in any way deface the exterior of the building. This includes, but is not limited to, covering the sponsors name or the Lincoln County Rodeo Association/Wisconsin River Pro Rodeo's name on the exterior of the building.
 - e) The building is the property of the Lincoln County Rodeo Association and shall not be used for storage by any other group.
7. **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 Merrill Riders Club; 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 other civic/benevolent organizations. No fees, rents, or similar charges shall be assessed by the Merrill Riders Club to those organizations during the term of this agreement.

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 Merrill Riders Club 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.

- 12. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

FESTIVAL GROUNDS 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 that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. 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 OF MERRILL.

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) 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.

9) 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.

10) CANCELLATION

CITY reserves the right to cancel any scheduled rental time for any reason including, but not necessarily limited to equipment failure, 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 all payment terms of Agreement.

11) ASSIGNMENT

USER may assign this Agreement or any portion of this Agreement only with the prior written approval of CITY.

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 twenty-four (24) hours, any such property shall be deemed abandoned and become the property of CITY.

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.

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.

15) AMENDMENTS

This Agreement cannot be modified in any way except by a written document signed by both parties.

16) GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.

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.

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.

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$250.00 for Expo Center and \$500.00 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.

20) FACILITY CLEANUP

USER is responsible for all clean-up of facilities rented, including bagging all garbage produced. Rental fee includes garbage disposal after being bagged. 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 unless prior arrangements were made OR unless facility is otherwise scheduled, user will be allowed entry to cleanup by noon on the day following the event. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour. Facility must be returned in the same condition as received. If not \$25.00 per person per hour to clean will be charged to user.

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

City Administrator
City of Merrill
1004 E. First Street
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 notifying 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.

MERRILL FESTIVAL GROUNDS

GROUND LEASE / FOOD VENDOR

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 ___ lineal feet of frontage, located at the Merrill Festival Grounds.

If alcoholic beverages are served by Lessee, they agree to fence the area, if requested, 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, pertinent provisions of any local ordinance in effect and the work is performed by properly licensed contractors. The plans for 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 1st through December 31st. This agreement shall be reviewed yearly for a period of three years, after commencement of the lease term, and every three years thereafter, with rates 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.
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 \$23.75 per linear foot for the land**

leased for a total annual charge of \$ _____, plus tax, payable on or before January 31st 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. Lessee shall agree to honor any written request, deemed reasonable and approved by the Festival Grounds Committee, made by the Sub-Lessor related to the sale of beverages or food products

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.

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; 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 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 31st.
- 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 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.

With Red-line

6. **Restrictions on Events.** Lessee acknowledges ~~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, a renter or sponsoring organization might request, through the City of Merrill, that certain Food Vendor Lessees shall not be open for the event ~~business~~. The City of Merrill shall ~~attempt to~~ give the Food Vendor Lessees at least 30 days written notice of such request, which Lessee agrees to honor ~~event~~.

Without Red-line

6. **Restrictions on Events.** Lessee acknowledges that during certain events at the Merrill Festival Grounds, a renter or sponsoring organization might request, through the City of Merrill, that certain Food Vendor Lessees shall not be open for the event. The City of Merrill shall give the Food Vendor Lessees at least 30 days written notice of such request, which Lessee agrees to honor.