



CITY OF MERRILL
FESTIVAL GROUNDS COMMITTEE
AGENDA • THURSDAY DECEMBER 7, 2017

Regular Meeting

Bierman Building

6:00 PM

- I. Call to Order
- II. Minutes of previous meeting(s):
 1. Minutes of November 2, 2017 meeting
- III. Agenda items for consideration:
 1. Continue reporting and discussion of alcohol licensing
 2. Fair financial report/update from Fair Association Rep. Becker
 3. Leases:
 - Relay for Life of Merrill
 - Lincoln County Fair Association
 4. Monthly Reports:
 - Food Vendor Rep. Christensen
 - Festival Grounds Manager Bjorklund
- IV. Public Comment Period
- V. Establish date, time and location of next meeting
- VI. Adjournment



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

Regular Meeting

Bierman Building

6:00 PM

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
Bill Bialecki	Mayor	Present	
Paul Russell	Aldersperson - First District	Present	
Neal Christensen	Food Vendor Rep.	Present	
Bryan Bloch	Rodeo Assn. Rep.	Present	
Brad Becker	Fair Assn. Rep.	Present	6:10 PM

Also in attendance: City Administrator Dave Johnson, Diane Wais, Dick Stoeckmann, Michael Caylor Jr., Jimmy Lawson and City Clerk Bill Heideman. A student was in attendance to tape the meeting for Merrill Productions.

II. Minutes of previous meeting(s):

1. Minutes of October 5, 2017 meeting

Motion (Meehean/Russell) to approve.

Motion (Norton/Russell) to incorporate two amendments into the minutes. The first amendment would add an additional motion under the "Commercial kitchen rental" agenda item. The additional motion would allow rental of the entire hall for \$450 (plus \$500 kitchen deposit), if the renter opts to use the commercial kitchen only.

Clerk's note: A review of the October 8th meeting notes and the video of that meeting did not seem to include such a motion. However, there was discussion and apparent consensus that this type of rental would be allowed.

The second amendment would be to change the language of Bryan Bloch's public comment as follows: Bryan Bloch was pleased to report that the Wisconsin Pro Rodeo has been given a national award, the 2017 "Small Committee of the Year", from the Women's Professional Rodeo Association (WPRA). Motion to amend carried.

Motion to approve, as amended, carried.

III. Agenda items for consideration:

1. Continue reporting and discussion of alcohol licensing

Due to his excused absence, City Attorney Hayden requested prior to the meeting that this agenda item be referred to the December meeting.

Without objection, it was so ordered.

2. Outside vendor agreement (Labor Day)

City Administrator Johnson reported that several non-permanent food vendors set up stands on Labor Day, but pay no fee or utilities to use the grounds.

Mayor Bialecki suggested that the Parks and Recreation Commission should have input on this, since they are in charge of the Labor Day event. Food Vendor Rep. Christensen suggested that the Lions Club should also be contacted on this issue, and that both the Lions and the Parks and Recreation Commission be invited to the next meeting to discuss this.

Information on this will be forwarded to the Parks and Recreation Commission, and a report from the Parks and Recreation is expected to be returned to the Festival Grounds Committee in time to be discussed at the January Festival Grounds Committee meeting.

3. Leases:

Merrill Riders Club

City Administrator Johnson noted that no “deals” related to pricing would be offered to the Merrill Riders Club.

Representing the Merrill Riders Club, Jimmy Lawson reported that he will submit, to Diane Wais, a list of potential dates for 2018 Merrill Riders Club events. Mr. Lawson noted that he had problems getting all the necessary keys for events in 2017. That problem will be addressed.

Mr. Lawson also raised concerns related to the ground conditions where the events are being held. He was informed that steps are being taken to improve those conditions.

Per the April 6th, 2017 Festival Grounds Committee meeting minutes, the 2018 lease fee for the Merrill Riders Club will be \$250 per event.

Food Vendors

A proposed lease agreement prepared by City Attorney Hayden was in the meeting packet.

Food Vendor Rep. Christensen distributed an alternative version of #6 in the lease, the restrictions on events. He reported that, if the stands are not allowed to be open for an event, they would like to have a 60 day prior notice, rather than 30 days. His proposal also contains other language that is different than the original document included in the meeting packet.

Motion (Meehean/Bialecki) to approve the lease agreement document, as presented by City Attorney Hayden.

Motion (Russell/Bialecki) to amend by changing the language of “The City of Merrill shall attempt to give the Food Vendor Lessees 30 days written notice for each event” to “The City of Merrill shall attempt to give the Food Vendor Lessees 60 days written notice for each event”. Motion to amend carried.

Motion to approve, as amended, carried.

4. Monthly report from Food Vendor Rep. Christensen

Food Vendor Rep. Christensen that the #6 of the food vendor lease (Restrictions on Events) was the main item discussed at the monthly food vendor group meeting.

5. Fair financial report/update from Food Assn. Rep. Becker

Fair Association Rep. Becker reported that the 2017 fair financial report is not yet available. Hopefully, the report will be complete and available for the December meeting.

The tentative dates for the 2018 fair are August 15-19. It appears that the carnival will be Spectrum Carnival. Beginning in 2019, it is likely the fair will be held during the 3rd week of July.

The Sell Building is currently full of storage. The possibility of the City using the Steckling Building for storage was raised.

6. Monthly report from Festival Grounds Manager Bjorklund

Festival Grounds Manager Bjorklund was not in attendance and no monthly report was submitted.

IV. Public Comment Period

Mayor Bialecki stated that the City may be able to obtain the fencing surrounding the new Park City Credit Union facility, currently under construction. The fencing could then be installed at the Festival Grounds.

On the occasion of the one-year anniversary of Festival Grounds Committee meetings, Alderman Norton thanked everyone for their work over the past year.

Michael Caylor Jr. raised the issue of whether fencing installed at the Festival Grounds could potentially restrict public access.

Diane Wais stated that the organizers of a recent fundraiser at the grounds were pleased with the facilities.

Mayor Bialecki stated that, following a recent Association of Fairs district meeting, representatives of that group also expressed that they were pleased with the facilities. He then announced that the City of Merrill has received the 2017 “Friend of the 4-H” award from the Lincoln County 4-H Leaders’ Association.

Dick Stoeckmann inquired as to the status of potentially adding a roof to the grandstand.

V. Establish date, time & location of next meeting

Thursday, December 7th, 2017 at 6:00 P.M. at the Bierman Center.

VI. Adjournment

Motion (Meehean/Bialecki) to adjourn. Carried. Adjourned at 7:30 P.M.

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MERRILL FESTIVAL GROUNDS LEASE AGREEMENT AND FEE SCHEDULE

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

AND
Relay for Life of Merrill - American Cancer Society
Print Name (herein after referred to as "USER")

Nia W24350 Greenwood Dr
Address

Waukesha WI 53188
City State

Home Telephone

Cell Phone

Work Telephone

Diane.Geis@cancer.org
E-Mail

715-891-204

same

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 Festival Grounds: (See Page #2)

Type of event: Relay for Life
(If wedding, please name bride and groom)

Requested Reservation Date(s): Aug 10 for setup / Aug 11-12 event 2017

Cost of rental and related services (Per details on page 2 and 3) \$ waived -

Security deposit charged in addition to cost of rental (Due upon execution of agreement) \$ thank you!

Waived by Committee

TOTAL AMOUNT DUE NOW:

Agreement is entered into this 22 day of May, 2017.

CITY OF MERRILL

By: Diane M. Wais
Name: Diane M. Wais
7-17-2017

RESERVED BY:

By: Diane Geis Sr. Mgr. Comm. Level
Print Name Diane Geis

RETURN PAGES 1, 2 AND 3 ALONG WITH PAYMENT TO:
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452
715-536-5595

Attachment: Relay for Life Lease Agreement (2982 : Relay for Life Lease)

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FACILITIES REQUESTED FOR RENTAL – (Please mark your preference)

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

STECKLING BUILDING AND PARKING ONLY

\$250.00 Daily Fee
\$250.00 Security Deposit

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

GROUNDS AND STECKLING BUILDING
(50' x 120')

\$450.00 Daily Fee
\$350.00 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 and janitorial supplies are included in the \$450.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

GRANDSTAND AND PARKING ONLY: ①

\$1,000.00 Daily Fee
\$2,000.00 Security Deposit

\$50.00 for use of Public Address System

Restroom and janitorial supplies are included in the \$1,000.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

GRANDSTAND AND GROUNDS:

\$1,200.00 Daily Fee
\$2,000.00 Security Deposit

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

Restroom and janitorial supplies are included in the \$1,200.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

① Brief usage for the fireworks display

(We also use the Sell Building)

Attachment: Relay for Life Lease Agreement (2982 : Relay for Life Lease)

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GRANDSTAND, GROUNDS AND STECKLING BUILDING

\$1,600.00	Daily Fee
\$2,000.00	Security Deposit

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

Restroom and janitorial supplies are included in the \$1,600.00 daily fee. Lessee must provide their own garbage receptacles and/or dumpsters and remove all garbage after the event.

CONDITIONS

1. **PAYMENT**: All users will be required to submit a non-refundable 25% payment of the daily fee and security deposit at the time of the reservation with the balance to be paid no later than 30 days prior to the event for the use of the Festival Grounds.
2. **INSURANCE** Tickets, for the event, cannot go on sale until Proof of Insurance is received by the City. 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.

Attachment: Relay for Life Lease Agreement (2982 : Relay for Life Lease)

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3. **UTILITIES:** Water, electric, and gas meters will be read at the start and end of an event and billed accordingly.
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. **LATE FEE:** All bills must be paid by user within 30 days of receipt. After 30 days, City may assess a late payment fee of 1.5% per month.

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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.

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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.

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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 March 1, 2017 by and between the City of Merrill, Wisconsin, a municipal corporation, hereinafter called the Lessor, and Lincoln County Fair Association whose mailing address is P.O. Box 921, 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, 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, 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.** This lease commences on March 1, 2017 and will continue for 5 years from said date, and shall be automatically renewed from year to year, January 1st through December 31st thereafter. This agreement shall be reviewed yearly for a period of three years after inception, and, if renewed, every three years thereafter and rent/conditions adjusted. The original term of this lease commences 14 days prior to the opening date of the 5 - day fair and ends 11 days after the final date of the fair. Lincoln County Fair Association agrees to work with and cooperate with any organization that may require usage of the grounds during the thirty (30) day period of this lease.
4. **Rent.** Lessor shall charge \$2,500.00 plus utilities for the thirty (30) day period that the grounds are leased by Lincoln County Fair Association. Lincoln County Fair

Attachment: Fair Association Lease Agreement (2983 : Fair Association lease)

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Association is also responsible for all utility payments, provision of 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 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 15th of each year. Merrill Water Utility will discontinue water service on or about October 31st.

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. **Use of Certain Equipment.** Lincoln County Fair Association owns picnic tables, garbage cans, fencing, and cement barriers which may be used by other organizations upon request.
6. **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.

Any organization, not part of the Lincoln County Fair Association, wishing to vend during the Lincoln County Fair, shall be required to sign an agreement with the Lincoln County Fair Association stating they will abide by the rules, regulations and exclusives stated in said agreement. Failure to sign would result in a conflict of interest with the Lincoln County Fair Association and will not be allowed to be open and/or vend during the fair. This does not include the seven (7) vendors selling from their stands, specifically: Knights of Columbus, St. John Church, St. Francis Church, Fraternal Order of Eagles Merrill Aerie #584, Veterans of Foreign Wars (VFW), Merrill Lions Club, and Optimist Club.

This lease is expressly subject to the Lease Agreements between the City of Merrill and other civic/benevolent organizations listed in (6) above. No fees, rents, or similar charges shall be assessed by the Lincoln County Fair Association to those organizations during the term of this agreement.

7. **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.

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- 8. 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.
- 9. 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.
- 10. 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, and

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 tear down/cleaning up after the event.

- 11. 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

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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.

- 12. 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 regulations.
- 13. 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.
- 14. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

