

Res 315
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Alliant Energy Center	CONTRACT/ADDENDUM #: <u>12892</u>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;"></th> <th style="width:70%;">Contract</th> <th style="width:15%;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	↓	If Addendum, please include original contract number	↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>01/01/2017</u> To: <u>12/31/2021</u>																												
4. Amount of Contract or Addendum <u>TBD - Incentive Based</u>																												
5. Purpose: To develop and book business for Veterans Memorial Coliseum at the Alliant Energy Center																												
6. Vendor or Funding Source: <u>SMG</u>																												
7. MUNIS Vendor Code: <u>26157</u>																												
8. Bid/RFP Number: <u>115110</u>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>AECCOLS-30598</u> Amount \$ <u>182,800</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. <u>Res 315</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <u>[Signature]</u>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>10/20/16</u>	<u>10/20/16</u>
<u>CA</u> Controller	_____	<u>10/20/16</u>	<u>10/20/16</u>
<u>SAR</u> Corporation Counsel	_____	<u>10/20/16</u>	<u>10/20/16</u>
<u>A</u> Risk Management	_____	<u>10/20/16</u>	<u>10/20/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>PCP</u> Purchasing Agent	_____	<u>10/20/16</u>	<u>10/20/16</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address SMG 300 Conshohocken St Rd Suite 770 West Conshohocken, PA 19428
Contact Person Jim McCue
Phone No. 610-729-7910
E-mail Address jmccue@smgworld.com

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Bill Franz/CFO</u> Dept.: <u>Alliant Energy Center</u>
Phone: <u>267-3985</u> Mail Address: <u>1919 Alliant Energy Center Way</u>
E-mail: <u>franz@alliantenergycenter.com</u> <u>Madison, WI 53713</u>

CERTIFICATION

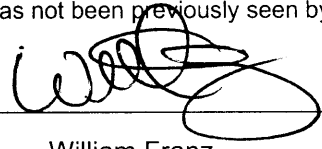
The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

NET

Date: 10-20-2016

Signed: _____



Telephone Number: 267-3985

Print Name: William Franz

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10/20/16

Signature: _____



2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 10/20/16

Signature: _____



¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12892

BUSINESS DEVELOPMENT SERVICES AGREEMENT

BETWEEN

THE COUNTY OF DANE, WISCONSIN

AND

SMG

FOR

VETERANS MEMORIAL COLISEUM

Dated as of _____

BUSINESS DEVELOPMENT SERVICES AGREEMENT

THIS BUSINESS DEVELOPMENT SERVICES AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2016, by and between the County of Dane, Wisconsin, a body corporate and politic organized and existing under the laws of Wisconsin (“Owner”), and SMG, a Pennsylvania general partnership (“SMG”).

BACKGROUND

The Owner is the owner of Veterans Memorial Coliseum at the Alliant Energy Center, located in Dane County, Wisconsin (“Facility”). SMG is engaged, among other things, in the business of providing consulting and management services, including business development services for public assembly facilities.

The Owner desires to engage SMG, and SMG desires to accept such engagement, to provide business development services for the Facility on the terms and conditions set forth herein. The Owner intends to work in mutual accord with SMG in order to ensure provision of high quality services, thereby enhancing the use and enjoyment of the Facility.

SMG has established a business relationship with Frank Productions, LLC, by which Frank Productions, LLC during the contract term (including any renewal term) will assist SMG in its to performance of services for the Facility. SMG is solely responsible for performance of its obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 1:

“Affiliate” -- a person that directly or indirectly controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, “control” means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled person.

“Capital Equipment” and “Capital Improvements” -- any and all furniture, fixtures, machinery or equipment, either additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements.

“Event Expenses – any and all expenses incurred or payments made by in connection with the occurrence of events at the Facility, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

Event Expenses shall be determined utilizing the methodology employed to generate the statements attached as Exhibit "C".

"Event Net Operating Profit" -- with respect to a Fiscal Year, the excess, if any, of Event Revenues for such Fiscal Year over Event Expenses for such Fiscal Year.

"Event Revenues" -- any and all revenues received in connection with the occurrence of events at the Facility.

"Fiscal Year" -- a one-year period beginning January 1 and ending December 31.

"Laws" -- all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

"Losses" -- any and all losses, liabilities, claims, damages and expenses (including reasonable attorney's fees).

"Renewal Term" -- the additional period for which this Agreement may be renewed in accordance with Section 3.2 hereof beyond the Term.

"Term" -- as defined in Section 3.1 hereof.

2. Engagement of SMG.

2.1 Subject to the terms and conditions set forth in this Agreement, Owner hereby engages SMG, on an exclusive basis, and as agent for Owner, to provide business development services during the Term and the Renewal Term, if any, and SMG hereby accepts such engagement. The services to be provided by SMG shall include those described on Exhibit "A" and shall be provided consistent with the terms of Exhibit "B", both attached hereto.

2.2 Legacy Events set forth in Exhibit "D" and events initiated and contracted by the Greater Madison Convention & Visitors Bureau are not subject to this Agreement and shall have priority in scheduling as determined by Owner. The Facility may also be booked by Owner as part of a multi-venue or full-campus event on a non-annual basis and shall not be subject to this Agreement. Any events that may move to the Coliseum from other Owner venues as a result of changing space needs or other show related changes such as, but not limited to, scheduling and booking conflicts, rigging needs, event growth, event changes or logistical needs, etc. shall not be subject to the Agreement..

2.3 This Agreement shall be subject to the terms of the following contracts:

- a) Service Corporation of America (Centerplate) for the exclusive provision of food and beverage services at the Facility.
- b) WP Beverages (Pepsi) for exclusive rights for provision of non-alcoholic beverages.
- c) Madison Ticket Agency for ticketing for all events at the Facility.

Owner shall consult with SMG and in Owner's sole discretion will make necessary facility improvements to enhance the marketability of the Facility.

3. Term and Renewal.

3.1 The Term of this Agreement shall commence on January 1, 2017 and end at midnight on December 31, 2021, unless earlier terminated pursuant to the provisions of this Agreement.

3.2 The Owner, at its sole option, may agree to extend the Term hereof for an additional five-year period by providing SMG written notice of the Owner's intention to exercise its renewal option not less than ninety (90) days prior to the end of the then-current Term.

3.3 Notwithstanding the foregoing to the contrary, SMG, at its sole discretion, shall have the right to terminate this Agreement on or after December 31, 2018 by providing Owner ninety (90) days written notice of its intention to so terminate and the effective date of such termination. In the event of such termination by SMG, the parties shall be fully relieved of any future obligations one to the other under this Agreement, provided, however, monetary obligations attributable to time periods when the Agreement remained in effect shall remain due and owing.

4. SMG's Compensation.

4.1 Revenue Share.

Event Net Operating Profits will be shared between the parties as follows:

First \$200,000 of Event Net Operating Profit	100% to County
Next \$250,000 of Event Net Operating Profit	100% to SMG
Event Net Operating Profits in excess of \$450,000	55% to County/45% to SMG

4.2 Advertising and Sponsorship Sales.

In addition to any amounts payable under Section 4.1, SMG shall be entitled to a commission of 25% on the gross revenues derived from the sale of new (as of contract commencement) advertising and sponsorships in or on the Facility. The following preexisting advertisers or sponsors, or their successors, are exempt from this paragraph:

- a) Alliant Energy Corporation
- b) CNH America (New Holland)
- c) WP Beverages (Pepsi)
- d) Cousin's Submarines, Inc.
- e) Tri-State Breeders (Accelerated Genetics)
- f) Wisconsin Equine Clinic & Hospital

4.3 Payment of Compensation.

The compensation payable to SMG under this Section 4.1 shall be paid to SMG annually within 90 days of the end of the Fiscal Year after determination of the Event Net Operating Revenues, and the compensation payable to SMG under this Section 4.2 shall be paid to SMG upon receipt by the Owner of Advertising and Sponsorship revenues.

5. Records, Audits, and Reports.

5.1 Records and Audits.

Owner shall keep full and accurate accounting records relating to all activities at the Facility and shall provide to the SMG monthly financial statements. Owner shall give SMG's authorized representatives access to such books and records maintained at the Facility during reasonable business hours and upon reasonable advance notice.

5.2 Monthly Reports.

By the twenty-fifth (25th) day of each month during the Term, SMG shall provide to Owner a written monthly report in a form approved by Owner setting out the Facility's anticipated activities and event reports for the upcoming month and reporting on the prior month's activities..

6. SMG Employees.

6.1 At the sole discretion of SMG as to the timing of such employment, SMG employ and shall assign to the Facility a Booking/Marketing Manager that is approved by the Owner's Executive Director.

6.2 SMG employees at the Facility shall not for any purpose be considered to be employees of Owner, and SMG shall be solely responsible for their supervision and daily direction and control and for setting, and paying their compensation (including federal, state and local income tax withholding) and any employee benefits.

6.3 During the period commencing on the date hereof and ending one (1) year after the expiration or termination of this Agreement, except with SMG's prior written consent, the Owner will not, for any reason, solicit for employment, or hire, the Booking/Marketing Manager or any other senior management personnel who may be employed by SMG at the Facility. In addition to any other remedies which SMG may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

7. Indemnification and Insurance.

7.1 SMG shall indemnify, hold harmless and defend Owner, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which Owner,

its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of SMG furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of Owner, its agencies, boards, commissions, officers, employees or representatives. The obligations of SMG under this paragraph shall survive the expiration or termination of this Agreement.

7.2 In order to protect itself and Owner, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, SMG shall, at SMG's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, SMG agrees to preserve Owner's subrogation rights in all such matters that may arise that are covered by SMG's insurance. Neither these requirements nor the Owner's review or acceptance of SMG's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the SMG under this Agreement. The Owner expressly reserves the right to require higher or lower insurance limits where Owner deems necessary.

7.3 Commercial General Liability.

SMG agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured for claims arising from SMG's services under this Agreement.

7.4 Commercial/Business Automobile Liability.

SMG agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. SMG further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SMG does not own automobiles, SMG agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Workers' Compensation.

SMG agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

7.6 Umbrella or Excess Liability.

SMG may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial

General Liability and Business Auto Liability. SMG agrees to list DANE COUNTY as an “Additional Insured” on its Umbrella or Excess Liability policy for claims arising from SMG’s services under this Agreement..

7.7 Upon execution of this Agreement, SMG shall furnish COUNTY with a Certificate of Insurance listing Owner as an additional insured and, upon request, certified copies of the required insurance policies. If SMG's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, SMG shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. SMG shall furnish Owner, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that SMG shall furnish the Owner with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either SMG or Owner may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by SMG. In the event any action, suit or other proceeding is brought against Owner upon any matter herein indemnified against, Owner shall give reasonable notice thereof to SMG and shall cooperate with SMG's attorneys in the defense of the action, suit or other proceeding. SMG shall furnish evidence of adequate Worker's Compensation Insurance.

7.8 The parties do hereby expressly agree that Owner, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Owner's Risk Manager taking into account the nature of the work and other factors relevant to Owner's exposure, if any, under this Agreement.

8. Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. For sake of clarity, the parties acknowledge that the foregoing does not preclude the assignment by SMG of its rights to receive its management and incentive fees hereunder to its lender(s) as collateral security for SMG’s obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover SMG’s rights to manage, promote or operate the Facility hereunder.

9. Termination.

9.1 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform

or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

9.2 Effect of Termination or Expiration. In the event this Agreement expires or is terminated, Owner shall promptly pay SMG all fees earned to the date of expiration or termination.

10. Non-Discrimination.

During the term of this Agreement, SMG agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). SMG agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

11. Living Wage.

11.1 SMG agrees to pay all workers employed by SMG in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. SMG agrees to make available for Owners inspection SMG's payroll records relating to employees providing services on or under this Agreement or subcontract.

11.2 If any payroll records of SMG contain any false, misleading or fraudulent information, or if SMG fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, Owner may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny SMG the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

11.3 SMG agrees to submit to Owner a certification as required in section 25.015(7) of the Dane County Code of Ordinances.

11.4 SMG agrees to display Owner's current living wage poster in a prominent place where it can be easily seen and read by persons employed by SMG.

12. Domestic Partner Equal Benefits.

SMG agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. SMG agrees to make available for Owner's inspection SMG's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of SMG contain any false, misleading or fraudulent information, or if a SMG fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

13. Compliance with Fair Labor Standards.

13.1 Reporting of Adverse Findings. During the term of this Agreement, SMG shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that SMG has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects SMG'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the Owner may take such action.

13.2 Appeal Process. SMG may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

13.3 Notice Requirement. SMG shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

14. Miscellaneous.

14.1 Owner represents and warrants to SMG the following: (i) all required approvals have been obtained, and Owner has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which Owner is a party, including, without limitation, the Agreement.

14.2 SMG represents and warrants to Owner the following: (i) it has complied with all necessary requirements to do business in the State of Wisconsin, and all required approvals have been obtained, and SMG has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by SMG and constitutes a

valid and binding obligation of SMG, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

14.3 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Owner and SMG.

14.4 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

14.5 Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightening storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

14.6 Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

14.7 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to Owner, to:

Executive Director
Alliant Energy Center
1919 Alliant Energy Center Way
Madison, WI 53713

With a copy to:

Corporation Counsel
County of Dane
210 Martin Luther King, Jr. Blvd, Room 419
Madison, WI 53703

If to SMG, to:

SMG
300 Conshohocken State Road
Suite 770
West Conshohocken, PA 19428
Attention: President

With a copy to:

SMG
300 Conshohocken State Road
Suite 770
West Conshohocken, PA 19428
Attention: Counsel

14.8 Governing Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

14.9 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

14.10 Non-Waiver. A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

14.11 Governmental Compliance. Nothing in this Agreement shall require SMG to undertake any of compliance activity to meet requirements under any Law, nor shall SMG have any liability under this Agreement therefor, if such activity requires any Capital Improvements or Capital Equipment purchases, unless Owner provides funds for such Capital Improvements and Capital Equipment purchases. Except for the foregoing and subject to available funding, SMG shall be in compliance with all applicable Laws.

14.12 Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

14.13 Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

14.14 Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

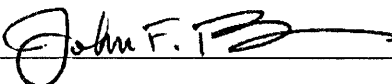
County of Dane, Wisconsin ("Owner")

By: _____

Name: _____

Title: _____

SMG ("SMG")

By:  _____

Name: **John F. Burns**
Chief Financial Officer

Title: _____

EXHIBIT "A"

Services

SMG will provide the following services on annual basis during the Term (as defined above):

- 1) With the support of the SMG Live Entertainment Division, SMG will endeavor to drive increased revenue and procure concerts, family shows, and other similar performances, co-promoted by the Facility or a third party promoter, which can take many forms, including:
 - (a) Notification of, and access to, regularly scheduled national and regional booking/marketing calls and SMG booking software.
 - (b) Industry relationships utilized attracting and selecting events to the Facility.
 - (c) Securing from any such event an oral and/or written confirmation that such performer will use the Facility on such date(s); and negotiation of the terms of contracts to be entered into with an event for performance at the Facility, and execution of same in the capacity of agent for Owner.
 - (d) Coordinating event "advance" including non AEC staffing and associated paperwork related to such performer's use of the Facility.
 - (e) Providing event marketing support through SMG's Madison-based team plus Regional Directors of Marketing.
- 2) Working with Owner to maximize the Sponsorship and Advertising revenue of the Facility.
- 3) Working with the Owner to consult on capital improvements in, rigging grid, lighting system and other capital improvements (funded by the Owner) to improve the venue marketability and usability to major touring attractions.
- 4) At the sole discretion of SMG as to the timing of any such employment, SMG will fund a Booking/Marketing Manager position up to \$150,000 (inclusive of benefits and taxes); Owner shall provide, at no cost to SMG, sufficient office space and utilities (including internet and telephone) for such Booking/Marketing Manager.

“EXHIBIT B”

CONTRACT GENERAL TERMS

1. All contracts or leases for use of the Facility shall be on AEC approved forms and shall not be valid unless executed by the AEC Executive Director or Chief Financial Officer.
2. All invoices for use of the Facility shall be generated by Owner and funds shall be collected by Owner.
3. The master calendar for the entire AEC Campus including the Facility shall be maintained by Owner. SMG will be granted access to the master calendar. If SMG maintains a secondary calendar for the Facility the Owner will have access.
4. First and second holds on the Facility calendar will be evaluated by Owner in consultation with SMG. Owner reserves the right to resolve any conflicts based upon the financial best interests of the entire AEC campus and the Facility.
5. Telephone calls or e-mail inquiries to Owner that are specific to the Facility for events not listed as legacy events which do not utilize the campus beyond the Coliseum proper, such as concerts, family shows (including, but not limited to, Circuses, Disney On Ice, Disney Live!, Cirque du Soleil, and Walking With Dinosaurs), sporting events (such as gymnastics, wrestling, NBA/NHL exhibition games, and indoor football), motorsports (including, but not limited to, productions by Feld Entertainment and other producers), rodeo or rodeo-type events, boxing, mixed martial arts (including UFC events), ice shows, game shows (such as The Price Is Right), TV-themed shows (such as Theresa Caputo, The Long Island Medium), e-gaming events, exhibitions designed for arenas (such as Wizard World or Mine Fair), or similar performances, will be directed to SMG’s designated representative . All other inquiries will be directed to Owner’s sales staff.
6. All SMG employees will adhere to the AEC Facility Manual and Employee Rules.

EXHIBIT C

[Statements to be attached]

	Event X	Event X	Event X	Total
Total Revenue				
AEC Labor				
Security				
EMT				
Trash Removal				
Electricity				
Extras				
Outside Labor				
Box Office				
Promotor Rebate				
Total Expenses				
Event Net Operating Profit				

EXHIBIT D

1. Legacy events will be excluded from the financial sharing as defined in 4.1. Legacy events are defined as followed: (list here):
 - Madison Capitols USHL Hockey
 - Monster Truck Thrill Show
 - Zor Shrine Circus
 - Badger Cheerleading
 - WIAA State Hockey Tournament
 - Wisconsin Folkstyle Wrestling
 - Midwest Horse Fair
 - Madison College Graduation
 - Edgewood College Graduation
 - Middleton High School Graduation
 - Working Western Horse Celebration
 - Wisconsin State Barrel Horse Racing
 - Time Out for Women Expo
 - World Dairy Expo
 - Harlem Globetrotters