

# Dane County Contract Cover Sheet

Revised 01/2024

Res 208  
significant

<b>Dept./Division</b>	Alliant Energy Center		
<b>Vendor Name</b>	American Junior Simmental Association	<b>MUNIS #</b>	35338
<b>Brief Contract Title/Description</b>	Agreement and Permit for Occupancy for 2025 AJSA National Classic		
<b>Contract Term</b>	July 5-12, 2025		
<b>Contract Amount</b>	\$125,000		

<b>Contract #</b> Admin will assign	15655
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Kevin Scheibler	<b>Name</b>	Mia Bayer
<b>Phone #</b>	608-267-3982	<b>Phone #</b>	715-573-0139
<b>Email</b>	scheibler.kevin@alliantenergycenter.com	<b>Email</b>	mbayer@simmgene.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org:	Obj:	Proj:	\$	
	Year					

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	208
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Scheibler, Kevin	<small>Digitally signed by Scheibler, Kevin Date: 2024.11.21 09:28:14 -06'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 11/21/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, November 26, 2024 1:55 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15655  
**Attachments:** 15656.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/27/2024 9:16 AM	Approve: 11/27/2024 9:17 AM
	Rogan, Megan	Read: 12/2/2024 8:54 AM	Approve: 12/2/2024 8:54 AM
	Gault, David	Read: 11/26/2024 2:50 PM	Approve: 11/26/2024 3:05 PM
	Cotillier, Joshua	Read: 11/26/2024 2:02 PM	Approve: 11/26/2024 2:02 PM
	Stavn, Stephanie	Read: 11/26/2024 3:18 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15655  
Department: Alliant Energy Center  
Vendor: FitchRona EMS  
Contract Description: Provide EMS Services for AEC Events  
Contract Term: 1/1/25 -12/31/25  
Contract Amount: \$85,000.00

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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**2024 RES-208**

**AUTHORIZING A PERMIT AGREEMENT AND PERMIT FOR OCCUPANCY FOR THE  
2025 AJSA NATIONAL CLASSIC AT THE ALLIANT ENERGY CENTER**

American Junior Simmental Association (AJSA) and the Alliant Energy Center have negotiated a permit agreement and permit for occupancy to host the 2025 AJSA National Classic at the Alliant Energy Center in 2025. The AJSA National Classic draws youth from across the Country to compete in cattle shows, educational competitions and more.

Move in, event and move out dates for each year are included in the permit. The base space fee is \$125,000 for permitted space. Additional charges for parking, catering, goods and services shall be applied based upon the permit terms and Alliant Energy Center's current rates.

**NOW THEREFORE BE IT RESOLVED**, that the permit agreement and permit for occupancy with American Junior Simmental Association, One Genetics Way, Bozeman, MT 59718 is hereby approved.

**BE IT FINALLY RESOLVED**, that the County Executive and County Clerk are authorized to sign the permit.



**ALLIANT ENERGY CENTER  
Permit Agreement  
And  
Permit for Occupancy  
Permit #25805**

This Agreement and Permit for Occupancy dated 10/01/24, made and entered into by the County of Dane, dba the Alliant Energy Center, located at 1919 Alliant Energy Center Way, Madison, Wisconsin, 53713, hereinafter referred to as the "AEC", and

**American Junior Simmental Association  
One Genetics Way  
Bozeman, MT, 59718  
Mia Bayer  
715-573-0139  
mbayer@simmgene.com**

Hereinafter referred to as "Permittee".

Permittee desires to use space at the AEC campus, and AEC agrees to permit use of said space. Accordingly, the parties agree to the conditions and fees as set forth in this Permit for Occupancy, hereinafter referred to as "Permit".

**SECTION 1 – PERMITTEE’S USE, TERM, FEES, and PAYMENTS**

**A. Scope of Use.** This Permit authorizes the use of the indicated spaces and facilities, for the specific dates and times, and solely for the use and purpose as set forth herein.

**B. Permitted Space.** The AEC agrees to Permit the following Space:

<b>Permitted Space</b>	<b>Purpose</b>	<b>Dates</b>	<b>Fees/day</b>	<b>Total</b>
Quann Park	5: Move-In 6-11: Show 12: Move-Out	Jul 5 - 12, 2025	\$3,000.00	\$24,000.00
Pavilion 1	5: Move-In 6-11: Show 12: Move-Out	Jul 5 - 12, 2025	\$3,000.00	\$24,000.00
Pavilion 2	5: Move-In 6-11: Show 12: Move-Out	Jul 5 - 12, 2025	\$5,500.00	\$44,000.00
Veterans Memorial Coliseum	6-11: Show 12: Move-Out	Jul 6 - 12, 2025	\$10,300.00	\$72,100.00

Exhibition Hall A	Show	Jul 8 - 9, 2025	\$4,500.00	\$9,000.00
Mendota 5-8	Show	Jul 8 - 9, 2025	\$1,700.00	\$3,400.00
<b>Full Rental</b>				<b>\$176,500.00</b>
<b>AEC Discount</b>				<b>\$51,500.00</b>
<b>Total Permitted Space Fee</b>				<b>\$125,000.00</b>

**C. Purpose: 2025 AJSA National Classic**

**D. Space Fee.** The Space Permit fee includes the use of the space as set forth above in Section B, and no more unless mutually agreed to by both parties in writing. Space Permit fee includes normal lights, heat and air conditioning where available, normal pre-event, event and post-event cleaning, standard setup and routine maintenance by AEC. Additional services requested by Permittee will be charged according to the published AEC Space, Equipment and Services Rate Sheet published each year annually.

**E. Deposit Schedule:** The following deposits shall be paid by Permittee prior to the event start:

- a. A non-refundable initial deposit in the amount of Sixty-Two Thousand Five Hundred dollars (\$62,500.00) is due by - November 1, 2024.
- b. A non-refundable deposit shall be due sixty (60) days prior to the first move-in date, in the amount of Sixty-Two Thousand Five Hundred dollars (\$62,500.00).
- c. Permittee is responsible within thirty (30) days of invoice by AEC for the total Permitted Space Fee outlined in Section 1. B. plus any additional charges including but not limited to labor, equipment and supplies, as published each year in the Space, Equipment and Services Rate Sheets.
- d. If event is canceled after Permit has been executed, this initial deposit shall be forfeited. In addition, the total Permitted Space Fee and any additional services or accommodations for the year of cancellation will be due and payable within thirty (30) days of invoice by AEC. A 15% interest charge will be added to any balance due not received within fourteen (14) days of the due date.

## SECTION 2 –SPECIAL CONDITIONS

- A. **Space Fee:** The Space Fee shall not change during the term of this agreement, as outlined in Section I. B., unless the number of days the facilities are used and/or the Permitted Space is amended pursuant to a written addendum.
- B. **Charges:** Services and Equipment not included in the Space Fee will be invoiced post event according to the published AEC Space, Equipment, and Services Rate Sheets at the time of the event.
- C. **Parking Fee:** Parking fees are waived for this event.
- D. **Hours of Operation:** Normal hours of operations are 7:00 am to 11:00 pm. If Permittee requires the use of the building for any hours outside normal hours of operations, an additional fee may be invoiced at AEC's published rates in effect at the time of the event.
- E. **The AEC Event Planning Guide:** The Permittee shall comply with the AEC Event Planning Guide which is fully incorporated herein.
- F. **Quann Park:**
- a. The AEC will provide their existing tie out inventory and any additional tie out panels will be the responsibility of the Permittee.
  - b. Cost per panel tie out is \$20/panel which includes labor to setup and teardown.
  - c. Restoration costs will be the responsibility of the Permittee. Restoration will be completed by AEC and charged at prevailing rates. If a contractor is utilized for some or all of the restoration, these specific costs will be a direct pass through.
- G. **Camping:** Available on Willow Island at \$35/space on a first come, first serve basis.
- H. **Manure/Bedding Removal:** Charged at prevailing rates with one load per Pavilion, per rented day included at no charge.
- I. **Coliseum Dirt:** Permittee will be responsible for the cost of installation/removal. If shavings will also be used, Permittee will be responsible for costs associated with installation/removal of the shavings.

**J. Pavilion Specific Equipment and Services Included with Building Rental:**

- a. Twenty (20) barn tables and Fifty (50) chairs
- b. All utilities
- c. One (1) announcer platform and/or sale platform per ring maximum of 8'x32'
- d. Building sound with one (1) wireless microphone per ring
- e. Complimentary Wi-Fi – Public
- f. Exterior wash racks available from April 1st to October 15<sup>th</sup>
- g. Four (4) Bleachers per Ring
- h. Milking Parlor space for Dairy shows use only
- i. One (1) load of manure per building per day
- j. One (1) aisle sweep per day between the hours of 7am and 11 pm
- k. One (1) ring drag per day between the hours of 7am and 11 pm
- l. Pavilion 1 showers
- m. Show office w/ standard set-up
- n. Stalling for livestock as needed, final count must be provided 30 days before event start.

**SECTION 3 - INSURANCE AND INDEMNIFICATION**

- A. Liability Insurance.** Permittee shall provide a certificate of insurance as proof that it carries general public liability and property damage liability insurance in the amount of \$2,000,000 combined single limit bodily injury and property damage liability before use of the Permitted premises is permitted. Permittee shall be responsible for providing the above insurance at its own cost and naming the County of Dane, its officers, officials, employees, agents and members of its boards and commissions as additionally insured on the Permittee's policy with respect to use of the Permitted space as outlined in this Permit. Proof of such insurance by certificate or other evidence satisfactory to the AEC shall be presented by Permittee at least thirty (30) days prior to occupancy of the permitted premises. The Permittee and/or Insurer shall give the AEC thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Permit.
- B. Worker's Compensation Insurance.** At least thirty-days prior to the use of the permitted premises, Permittee shall provide AEC with a certificate of insurance demonstrating Worker's Compensation Insurance as required by Wisconsin Statutes that is in effect for the duration of the Permit.

- C. Actions which Jeopardize Premises.** Permittee shall not, without prior expressed written consent of the AEC, display or operate any motor vehicle, engine, motor, or machinery on the permitted premises, or use oils or other flammables for any purpose, nor use any other agent for heating or illuminating premises except those provided by the AEC. Permittee shall not set off or exhibit on or over said premises or bring onto said premises any fireworks or explosives without the express written consent of the AEC. Permittee shall not do or permit to be done anything in or upon any portion of the premises, or bring or keep anything therein or thereupon that will in any way conflict with the conditions of any insurance policy upon the building or buildings or any part thereof or in any way increase the rate of insurance upon the building or on the property kept therein. With prior written consent Permittee may display a motor vehicle only if Permittee agrees to abide by any safety regulations imposed by AEC or by law.
- D. Hold Harmless.** Permittee agrees to hold harmless, indemnify and defend the AEC and its officers, officials, employees, agents and members of its boards and commissions from any and all liability including claims, demands, losses costs, damages and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of this Permit where such liability is founded upon or grows out of the acts or omissions of any of Permittee's agents, employees, invitees, subcontractors or others in any way connected with Permittee. Permittee agrees that AEC shall not be responsible for lost or stolen items.
- E. Third Party Liability.** AEC shall not be responsible or liable for any damage or injury that may happen to property or person of Permittee's agents, subcontractors, employees, members, invitees, or others in any way connected with Permittee, or for any other damages of any other kind or nature, for any cause whatever prior, during or subsequent to the Permit period. Permittee hereby expressly releases AEC from and agrees to defend and indemnify AEC, its officers, agents, employees, or members of its boards or commissions, against any and all claims for such loss, damage or injury to persons, property or otherwise.
- F. State and Local Government Events.** Each party shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, boards, commissions, agencies, officer, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commission, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.



#### **SECTION 4 - COMPLIANCE WITH LAWS**

The Permittee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to promptly comply with all laws, orders, rules and regulations of all federal, state, county and city governments and agencies and subdivisions thereof.

#### **SECTION 5 - LICENSES AND PERMITS**

The Permittee has the responsibility to obtain, at its own expense, any additional licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate departments of the federal, state, county or city governments.

#### **SECTION 6 – BOX OFFICE RESERVED SEATING MANIFEST**

Veterans Memorial Coliseum events and activities that require the sale or distribution of reserved, manifested seated tickets must use the third-party ticketing agency of record required by the AEC.

#### **SECTION 7 - SAFETY**

- A. AEC will provide written instructions to Permittee prior to the event regarding safety and disaster procedures upon request. It is the responsibility of each Permittee to familiarize the exhibitors and their employees, agents, and invitees with the safety procedures and regulations governing all parts of the Alliant Energy Center used by Permittee. Permittee shall instruct exhibitors and employees in the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled person among them in the event of fire or other disaster.
- B. Permittee or its agents shall not impede any portion of the sidewalks, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, escalators, aisles, or driveways, nor use of these spaces for any purpose other than ingress or egress from the premises. Permittee or its agents shall not cover or obstruct access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, skylights and fire sprinkler systems at any time.
- C. Persons will not be permitted inside any area of the Alliant Energy Center in excess of the established capacity.
- D. Permittee shall not permit any live animal, reptile, fish or bird to enter or remain in the Alliant Energy Center unless it is a properly identified service animal or is an animal, reptile, fish or bird which the AEC has in writing expressly consented to allow in the Alliant Energy Center. All such animals so admitted must at all times remain on a leash, within a pen or be under similar control.

## SECTION 8 - REMAINING PROPERTY AND LOST ARTICLES

Permittee shall remove all property, goods and effects belonging to Permittee or caused by Permittee to be brought upon premises as set forth in the Permit on or before the last date and time set forth in the Permit. If any such property is not removed according to the Permit, the AEC shall have the right to retain and sell the same in such manner as may be deemed advisable and to hold the proceeds thereof for Permittee, less the expense of selling, or AEC may store such property, for which Permittee shall pay a reasonable fee and all expenses incurred thereafter. The AEC shall have the sole right to retain custody of articles left in the building by persons attending any performances, exhibit or entertainment given or held in the vacated premises, and the Permittee or any person in Permittee's employ shall not collect nor interfere with the collection or custody of such articles.

## SECTION 9 - NOVELTIES AND MERCHANDISE

The AEC shall have the exclusive right for the sale of novelties and merchandise. Permittee shall not distribute or sell any novelties or merchandise, including but not limited to, printed material, records, tapes, food, flowers, novelties, souvenirs and clothing, without the prior written approval of the AEC. Concession/novelty fees will be assessed according to the current concession Permit at the time of the event. This provision shall not prohibit the distribution of free printed material to persons attending Permittee's event.

## SECTION 10 – EXCLUSIVE SERVICES

- A. **Food and Beverage.** The AEC grants the exclusive right and privilege to an approved catering and concessions service provider. Permittee shall not bring any outside food or beverages of any kind onto the premises. Permittee shall arrange for any desired food and beverage service with AEC's Concessionaire. Permittee shall not sell or give (with or without charge) any food and/or beverage or food and/or beverage samples without prior written permission of AEC and AEC's Concessionaire.
- B. **Alcohol.** The Permittee agrees that no alcoholic beverages shall be brought onto the premises or sold by the Permittee. Only AEC's approved Concessionaire may sell or otherwise provide alcoholic beverages on the AEC premises.
- C. **Decorating Services.** The AEC is the exclusive provider of decorating services including commercial exhibitor pipe, drape, tables, chairs, carpet, etc.
- D. **Audio/Video Equipment.** With the exception of Permittee's computers, all audio/visual equipment must be provided by AEC. No other audio/visual equipment may be brought into the Alliant Energy Center unless authorized in writing. Charges may apply for providing electrical power and labor for setup of Permittee's computers and other equipment.

- E. Equipment and Personnel.** AEC reserves the exclusive right to be supplier of all Permit equipment, furnishings, electrical connections and personnel. Charges may apply for providing equipment (to the extent of the AEC's available inventory) according to the Space, Equipment and Services Price List current at the time of the event. AEC will also provide technicians, electricians, public address system operators, projectionists, or usher staff at the rates noted on the current Space, Equipment and Services Rate Sheet. AEC further reserves the right to approve all personnel who will operate the AEC's equipment, and Permittee shall pay for same.

#### SECTION 11 - PERSONNEL AND SERVICES

- A. Cleaning.** AEC shall maintain at no extra cost to Permittee all public access areas which includes lobbies, hallways, rest rooms, meeting rooms (except when utilized as exhibit area), association offices and registration area (if requested). If Permittee desires any additional janitorial and cleaning services they shall be provided by the AEC at the expense of Permittee.
- B. Trash Removal.** AEC will provide trash disposal receptacles for trash, debris, and general packing material. The cost of compactor and/or open drop boxes will be charged to Permittee, unless other arrangements are made. Fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in the manner prescribed by AEC. Personnel and equipment will be provided at no extra cost to Permittee to remove and empty trash disposal receptacles from pre-assigned areas to compactor and/or drop boxes. AEC will control the operation of the compactor units. Permittee is responsible for the removal of all bedding and manure created as a result of the event.

#### SECTION 12 - ALTERATION OR DEFACEMENT OF FACILITY

It is understood and agreed that AEC grants the use to Permittee of the designated facilities "as is." Permittee may make, at its own expense and with prior written approval of the AEC, changes, alterations, installations and decorations therein to the permitted premises. Permittee shall restore, at its own expense, the Space to the same condition in which it existed prior to any alterations, including final cleanup. Ordinary wear and tear and damage by the elements, fire, "Acts of God," or by other cause beyond the control of Permittee are excepted. Permittee agrees that should Permittee or Permittee's agents, employees, subcontractors or invitees cause damage to the permitted premises, Permittee shall be responsible for the cost of repair or replacement.

### SECTION 13 - SIGNS AND LITERATURE

- A. Permittee shall not post, or permit to be posted, any sign, decoration or other material that will tend to injure, mar or in any manner deface the premises and will not permit tape, adhesives, nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the premises. Signs that relate to Permittee's event may only be posted on approved billboards for such use. The hanging of pictures, banners or any other items on interior or exterior walls, draperies, or superstructure requires prior written approval of the AEC. Permittee shall not distribute any stickers or decals. Permittee shall be billed for time and materials for any damage caused by unauthorized attachment to surfaces.
- B. Permittee will not distribute hand bills, advertisements, show bills, or cards on the premises.

### SECTION 14 - AEC'S RIGHT OF ENTRY

In permitting the use of the Permitted premise, the AEC retains the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the AEC may enter all areas of the Alliant Energy Center at any time and on any occasion without any restrictions whatsoever. All facilities, including the area that is the subject of this Permit, shall at all times be under the charge and control of the AEC.

### SECTION 15 - UNLAWFUL USES OR BEHAVIOR

Any use of the Permitted premises that is contrary to public policy, or not in the best interest of the AEC, or is in violation of any laws of the United States, the State of Wisconsin, County of Dane, or the City of Madison shall be an event of breach and shall be grounds for immediate termination of this Permit. Any person whose conduct is in violation of any law, disorderly or disruptive to Alliant Energy Center's use shall be refused entrance or shall be immediately ejected from the premises. Permittee shall hold AEC harmless from any claim resulting from such action.

### SECTION 16 - BROADCAST RIGHTS AND RECORDING

- A. **Broadcast Rights.** The AEC reserves all rights and privileges for outgoing television and radio broadcasts originating from the Alliant Energy Center during the term of this Permit. If AEC grants to Permittee any such rights and privileges, it may require Permittee to pay in advance an estimate of AEC's related costs and may also require payment for such rights and privileges in addition to such advance payment. If Permittee wishes any such rights and privileges, it shall request approval in writing from the Alliant Energy Center in advance of the broadcast date.

- B. Recording.** No recording, either visual or audio, of any kind shall be made of the event covered by this Permit without the prior written approval of the AEC. AEC retains the right to require payment from Permittee or licensing agency for the privilege.

#### **SECTION 17 - COPYRIGHTS AND PROPRIETARY MATERIAL**

Permittee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event (including but not limited to BMI, ASCAP, etc.). Permittee shall indemnify, defend and hold AEC harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

#### **SECTION 18 - TERMINATION, BREACHES AND REMEDIES**

- A.** The following events shall be designated as an event of breach:
1. Default made by Permittee in the performance of any of its obligations under this Permit.
  2. Waste or damage to the facilities or equipment caused or permitted by Permittee.
  3. Filing by or against the Permittee of a petition of bankruptcy or insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of the assets of the Permittee.
  4. Making by Permittee of an assignment for the benefit of creditors.
- B.** Upon the occurrence of any of the events set forth in Sub-section A above or elsewhere in this Permit, the AEC may undertake any or all of the following remedies:
1. Require of Permittee additional security for the performance by Permittee of its obligations hereunder.
  2. Without further notice, declare this Permit terminated and revoke the license granted hereunder.
  3. Without further notice, enter and take exclusive possession of and remove all persons and property from Alliant Energy Center, its facilities, and its equipment, without the necessity of resorting to any legal proceedings.
  4. Bring action against Permittee to recover any fees due hereunder and any damages sustained by the AEC and/or pursue any or all other rights and remedies which it may have at law or equity against Permittee including without limitation specific performance.
  5. Withhold and apply, without the necessity of resorting to any legal proceeding to any claim it may have against Permittee, all sums which may come into the hands of the AEC for or on behalf of Permittee.

## SECTION 19 - ADDITIONAL PROVISIONS

- A. **Governing Law.** This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action regarding this Permit shall be in the Wisconsin Circuit Court for Dane County.
- B. **Severability.** If any provision of this Permit or the policies, rules, and regulations which have been incorporated into this Permit by reference shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

**Assignment.** Permittee may not assign this Permit or any interest therein or permit the use of the permitted areas or any part thereof by any party other than Permittee without the prior written consent of the AEC. Any attempted assignment without the prior written consent of the AEC shall be null and void.

- C. **Non-Discrimination.** In the performance of work under this Permit, Permittee agrees not to discriminate against any employee, applicant for employment, customer or patron because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest records or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Permit because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.
- D. **No Waiver.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by AEC or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- E. Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Permit, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Permit affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- F. AEC Reservation of Rights.** Any rights not expressly granted herein to the Permittee are expressly reserved to the AEC.
- G. Description of Permittee Needs.** Permittee shall provide AEC, at least twenty-one business (21) days prior to the commencement of the term of this Permit, a detailed description of Permittee requirements for the facilities, equipment and personnel, including but not limited to, signage requirements, exhibitor list, event times, all stage, sound, lighting, chair or table setups, and such other information as AEC may require. AEC has the right to assess penalties for event layout and setup not received on time as well as for changes made within the ten (10) business day period prior to the event.
- H. Entire Permit.** This Permit and any attachments herein or incorporated by reference represent the complete and entire understanding between the parties. This Permit supersedes any and all oral contracts and negotiations between the parties.

SECTION 20 – SIGNATURES

PERMITTEE'S AUTHORIZED  
REPRESENTATIVE:

ALLIANT ENERGY CENTER /  
COUNTY OF DANE:

Mia Bayer  
Signature

\_\_\_\_\_  
Signature

Mia Bayer / Am. Simmer & Assoc.  
Print Name

Melissa Agard, Dane County Executive

10/22/24  
Date

\_\_\_\_\_  
Date

This permit is due signed on or before **Friday, November 1, 2024**

Alliant Energy Center of Dane County | 1919 Alliant Energy Center Way | Madison, WI 53713  
Phone: 608.267.3976 | Fax: 608.267.0146 | TDD: 711 | [www.alliantenergycenter.com](http://www.alliantenergycenter.com)