

Dane County Contract Cover Sheet

Revised 01/2023

Res 113
significant

Dept./Division	Alliant Energy Center		
Vendor Name	World Dairy Expo , Inc.	MUNIS #	8952
Brief Contract Title/Description	Permit Agreement and Permit for Occupancy for World Dairy Expo 2024-2028.		
Contract Term	1/1/2024-12/31/2028		
Contract Amount	\$479,575 annual rent		

Contract # Admin will assign	15171
Type of Contract	
<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	
Name	Adam Heffron	Name	Laura Herschleb
Phone #	267-3982	Phone #	608-224-6455
Email	heffron.adam@alliantenergycenter.com	Email	lherschleb@wdexpo.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (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	Org:	Obj:	Proj:
		Org:	Obj:	Proj:

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	113
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2023-24
	<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	
Dept. Head / Authorized Designee	
Heffron, Adam	Digitally signed by Heffron, Adam Date: 2023.07.24 14:32:24 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/25/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, July 26, 2023 8:17 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15171
Attachments: 15171.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/26/2023 1:56 PM	Approve: 7/26/2023 1:56 PM
	Gault, David	Read: 7/26/2023 8:44 AM	Approve: 7/26/2023 8:47 AM
	Patten (Purchasing), Peter		Approve: 7/26/2023 8:21 AM
	Lowndes, Daniel	Read: 7/26/2023 8:31 AM	Approve: 7/28/2023 2:43 PM
	Stavn, Stephanie	Read: 7/26/2023 8:52 AM	
	Oby, Joe		

Let's try this one again....

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

Contract #15171
Department: Alliant Energy Center
Vendor: World Dairy Expo
Contract Description: Permit Agreement & Permit for Occupancy for World Dairy Expo (Res 113)
Contract Term: 1/1/24 – 12/31/28
Contract Amount: \$2,397,875

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 in accordance with COVID 19 response guidelines.

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2023 RES-113

**AUTHORIZING A PERMIT AGREEMENT AND PERMIT FOR OCCUPANCY FOR
WORLD DAIRY EXPO 2024-2028 AT THE ALLIANT ENERGY CENTER**

World Dairy Expo Inc and the Alliant Energy Center have negotiated a permit agreement and permit for occupancy to host the World Dairy Expo at the Alliant Energy Center in the years 2024-2028 with options to extend through 2031. The World Dairy Expo is the world's largest dairy-focused trade show featuring more than 650 companies. It is also home to one of the best-known dairy cattle shows in the world and will have over 1,600 dairy cattle exhibitors. Its educational programs provide producers the opportunity to learn from their peers and from industry experts about different ways to make their operations more profitable.

Move in, event and move out dates for each year are included in the permit. The base space fee is \$479,275 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 World Dairy Expo, Inc. 3310 Latham Drive, Madison, WI 53713 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**

This Agreement and Permit for Occupancy dated July 13, 2023, made and entered into by the County of Dane, dba the Alliant Energy Center, located at 1919 Alliant Energy Center Way, Madison, Wisconsin, hereinafter referred to as the AEC, and

**World Dairy Expo, Inc.
C/o Laura Herschleb
3310 Latham Drive
Madison, WI 53713
608-224-6455**

Hereinafter referred to as Permittee.

Permittee desires to use space at the AEC, and AEC agrees to permit use of said space. Accordingly, the parties agree to the conditions and fees as set forth in this Permit, 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 space 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 Permittee’s use of the following Space:

Permitted Space	Detail	# of Move In Days	Rate Per Day	Subtotal Move In Rent	# of Event Days	Rate	Subtotal Event Day Rent	# of Removal Days	Rate	Subtotal Removal Day Rent	Total Rent
Exhibition Hall	Entire Building	7	\$9,125	\$ 63,875	4	\$18,250	\$ 73,000	3	\$9,125	\$ 27,375	\$164,250
Arena Building	Tanbark	4	\$1,500	\$ 6,000	6	\$ 3,000	\$ 18,000	3	\$1,500	\$ 4,500	\$ 28,500
Coliseum	Show	5	\$6,000	\$ 30,000	6	\$12,000	\$ 72,000	1	\$6,000	\$ 6,000	\$108,000
Pavilion 1	Cattle Exhibit			\$ -	10	\$ 3,000	\$ 30,000			\$ -	\$ 30,000
Pavilion 2	Cattle Exhibit			\$ -	10	\$ 5,500	\$ 55,000			\$ -	\$ 55,000
South East lot	Outdoor Trade Mall & Trade Center,	6	\$2,250	\$ 13,500	4	\$ 4,500	\$ 18,000	3	\$2,250	\$ 6,750	\$ 38,250
North West Lot	Pavilions - North Parking Lot & Cattle Tent 1			\$ -	11	\$ 1,275	\$ 14,025			\$ -	\$ 14,025
West. Parking Lot	Staging & Parking			\$ -	9		\$ -			\$ -	\$ -
Coliseum - E. Parking Lot	Attendee Parking			\$ -	4	\$ -	\$ -			\$ -	\$ -
Upper West Lot	Feed Distribution			\$ -	12		\$ -			\$ -	\$ -
Quann Park	Trailer Parking			\$ -	12	\$ 3,000	\$ 36,000			\$ -	\$ 36,000
Miscellaneous Spaces	Commercial Exhibit Space	6	\$ 375	\$ 2,250	4	\$ 750	\$ 3,000			\$ -	\$ 5,250
Total Permitted Space Fee											\$ 479,275

C. **Purpose:** World Dairy Expo

D. **Permitted Base Space Fee.** The base 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. Base 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 annually.

E. **Term:** This term of this Agreement and Permit shall be for the 2024, 2025, 2026, 2027 & 2028 World Dairy Expo during the dates set forth below. Permittee shall have the option to extend the Agreement and Permit for three additional one-year option years for 2029, 2030 & 2031. The overall move in, event and move out dates are as follows and can be modified by written agreement of both parties:

Year	Start Move In	Event Start	Event End	Move Out Complete
2024	27-Sep	1-Oct	4-Oct	7-Oct
2025	24-Sep	30-Sep	3-Oct	6-Oct
2026	23-Sep	29-Sep	2-Oct	5-Oct
2027	22-Sep	27-Sep	1-Oct	4-Oct
2028	28-Sep	3-Oct	6-Oct	9-Oct
2029	26-Sep	2-Oct	5-Oct	8-Oct
2030	25-Sep	1-Oct	4-Oct	7-Oct
2031	29-Sep	5-Oct	8-Oct	10-Oct

After the initial term (2024 -2028), the option to extend the Agreement and Permit for the subsequent year shall be exercised in writing within thirty (30) days of the conclusion of the Expo for the preceding year. Third-party contractors, including but not limited to manure removal or installation of production infrastructure, may be granted access prior to the Start Move In and after Move Out Complete dates found above, based on facility availability as determined by the AEC and set in writing under a written addendum.

F. **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 five thousand dollar (\$5,000.00) is due upon signing of the Permit - July 13, 2023
- b. An annual non-refundable deposit shall be due sixty (60) days prior to the first move-in date, in the amount of fifty thousand dollars (\$50,000.00) and will be applied to total due each of the Permitted years.
- c. Permittee is responsible annually within 10 days of the permitted period for the total Permitted Base 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 Sheet.

- d. If event is canceled by Permittee during the term of the Permit, except as a result of Force Majeure the initial deposit shall be forfeited, in addition total Permitted Space Fee and any additional services or accommodations for the year of cancellation will be due and payable within 30 days of invoice by AEC. A 15% interest charge will be added to any balance due not received within 14 days of the due date.

SECTION 2 –SPECIAL CONDITIONS

- A. **Permitted Base Space Fee.** The Minimum 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 is amended pursuant to a written addendum.
- B. **AEC Equipment and Services Rates.** AEC Equipment and Service Rates will not change for the first five years of the agreement and may increase no more than three percent (3%) over the total of the three option years.
 - a. Prevailing rates apply to Electrical and Plumbing connections made to temporary structures. No charge for normal repairs to facilities and grounds unless caused by event staff, attendees, exhibitors or invitees.
 - b. Emergency Services invoiced to Permittee at rates charged to the AEC.
- C. **Parking Fee:** Permittee is granted the option to purchase parking for the period of the agreed upon move in, event and move out dates. If the Permittee exercises this option, a flat rate of \$131,280 shall be applied to the final annual invoice fee based on the following:
 - a. 4102 parking spaces available between the four lots (749 NE, 366 SE, 596 No., and 2,391 So.) at a rate of \$8.00 per the four event days.
 - b. If AEC increases the cost of parking during the term of his Permit, the increase shall be no more than twenty-five (25) percent over the base rate of \$8.00 per vehicle over the term of the agreement.
 - c. Parking labor may apply if AEC or third-party service provider staff is needed to assist with exhibitor load in/out outside of the actual Event dates.
- D. **Credits:**
 - a. Concessions: credit toward event invoice based on gross sales (minus sales tax):
 - i. Centerplate sales scale: up to \$125K at 2.5%; \$125-\$150K at 5.0%; \$150-\$200K at 7.5%; over \$200K at 10.0%
 - ii. Third-Party sales scale: 5.0% of split

- b. Catering: credit toward event invoice on gross revenues (minus sales tax and service fees):
 - i. Scale: up to \$125K at 2.5%; \$125-\$150K at 5.0%; \$150-\$200K at 7.5%; over \$200K at 10.0%
 - c. If Permittee's overall catering invoice exceed \$50,000 in any calendar year, the AEC will waive its third-party catering contractor privilege charge to the Service Fee and contractor on record will reduce the Service Fee from twenty-one (21) percent to a ten (10) percent Service Fee.
 - d. Campers charged at prevail rates, plus a \$15/site/night (in 2024-2028), and increased to twenty dollars (\$20) last three option years (2029, 30 & 31) upcharge credited to WDE. AEC to processes registrations.
- E. **Hours of Operation.** Permittee and its exhibitors and livestock handlers shall have twenty-four hour per day access to, and occupancy rights at the Pavilions. Normal hours of operations for the balance of the buildings and facilities are from approximately 5:00 am to 11:00 pm. If Permittee requires the use of the building other than the Pavilions for any hours outside normal hours of operations during which AEC staff is requested to be on-site, an additional fee may be invoiced at AEC's published rates for after-hours staff in effect at the time of the request.
- F. **The AEC Event Planning Guide.** The Permittee shall comply with the AEC Event Planning Guide in effect for the event year which AEC shall provide to permittee when the same is available for each event year, is fully incorporated herein. In the event of any conflicts between this Permit and Agreement and the AEC Event Planning Guide for any year, the terms of this Permit and Agreement shall govern and control with respect to such conflict.

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 \$1,000,000 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 premises 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 that 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.

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 any additional licenses and permits required by federal, state, county, or city laws for its specific event at the permitted premises and shall permit inspection by appropriate departments of the federal, state, county or city governments.

SECTION 6 – BOX OFFICE RESERVED SEATING MANIFEST

Veteran's 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 – 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, 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. Notwithstanding any of the foregoing to the contrary, (i) Permittee, its exhibitors, and their respective employees, agents, and contractors shall be permitted to bring in outside food for their own consumption; and (ii) Permittee shall have the right to allow food and beverage sales by Badger Dairy Club selling dairy products for consumption on premises.
- B. **Alcohol.** The Permittee agrees that no alcoholic beverages shall be carried in by ticketed guests entering through general ticketed public entrances 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. Specialty items not carried in the AEC's inventory maybe provided by a third-party supplier at the discretion of the AEC, not to be unreasonably withheld, delayed, or conditioned.
- D. **Audio/Video Equipment.** With the exception of Permittee's computers, Permittee's and/or exhibitor's professional photographers, videographers, or any party(ies) providing internal or external event broadcast services, 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, such authorization not to be unreasonably withheld, conditioned, or delayed. Charges according to the Space Equipment and Services Price List current at the time of the event 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 such approval not to be unreasonably withheld, conditioned, or delayed, and Permittee shall pay for same.

SECTION 10 - PERSONNEL AND SERVICES

- A. **Cleaning.** AEC shall maintain at no extra cost to Permittee all public access areas which includes lobbies, hallways, rest rooms, showers, 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. AEC will provide the quality of move-in and event cleaning that was established at the 2022 World Dairy Expo. Restroom and shower cleaning procedures consist of deep pre-event, overnight and daily cleaning. Daily restroom cleaning will consist of a regular cadence of restocking paper and soap products, wiping down surfaces, and mopping floors.
- 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.
- C. **Veteran's Memorial Coliseum Guest Service Representatives.** AEC will provide nine hundred and thirty-hours (930) of Guest Service Representative Assistance, per year, at no additional charge to Permittee. Permittee is responsible for additional hours at the prevailing hourly rate.

SECTION 11 - ALTERATION OR DEFAACEMENT 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, not to be unreasonably withheld, conditioned, or delayed, changes, alterations, installations and decorations therein to the permitted premises. Permittee shall restore, at its own expense, the building 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, and "Acts of God" or by other cause beyond the control of Permittee are expected. Permittee agrees that should Permittee or Permittee's agents, employees,

subcontractors or invitees cause uninsured damage to the permitted premises, Permittee shall be responsible for the cost of repair or replacement.

SECTION 12 - 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 which shall not be unreasonably withheld, conditioned, or delayed. 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 13 - 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 whatsoever to enforce the same. 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 14 - UNLAWFUL USES OR BEHAVIOR

Any use of the Permitted premises that 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 subject to notice and cure periods set forth in Section 17 below. 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 15 - BROADCAST RIGHTS AND RECORDING

Permittee shall have the right to, and to allow others to, make internal and/or external recordings and broadcasts of the event from the AEC during the term of this Permit and Agreement. In the event Permittee makes any external broadcast or distribution of recordings or photographs from the event, Permittee shall provide such acknowledgment of the venue and AEC's rights to the name of the Permitted premises as AEC shall reasonably request prior to such distribution.

SECTION 16 - COPYRIGHTS AND PROPRIETARY MATERIAL

If applicable, Permittee shall obtain all necessary licenses and shall pay all third-party 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 third-party 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 of such materials.

SECTION 17 - 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 Agreement and Permit, provided that Permittee shall have a period of seven (7) days following written notice by AEC for any payment default and a reasonable amount of time not to exceed thirty (30) days following written notice by AEC for any non-payment default, prior to AEC exercising any of its remedies in Section 17(B)(2)-(3) below.
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 which is not stayed or released within one hundred eighty (180) days from the date of filing.
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 which continue beyond the notice and cure periods set forth in Sub-section A above, 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 for such event year and revoke the license granted hereunder for such event year, provided that any non-payment of any rent set forth in Section 1(B) more than sixty (60) days beyond the date of written notice by AEC shall permit AEC to terminate this Permit for the entire term.
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 actual, reasonable, and documented fees due hereunder and any actual 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 18 - 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.
- C. **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. Notwithstanding the foregoing to the contrary AEC acknowledges that Permittee shall be permitted to grant sublicenses to exhibitors in connection with the event.
- D. **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.
- E. **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.

F. **Force Majeure.** Notwithstanding anything else herein to the contrary, neither party will be in default of its obligations hereunder nor 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, including governmental orders limiting number of occupants of the premises, distance between visitors, occupants, or exhibitors within the premises, or public health conditions imposed on event attendees such as vaccination requirements, face masks, or the like (collectively, Public Health Conditions); 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 except in connection with Public Health Conditions must be given to the other party no later than the later of: (i) five (5) business days following the force majeure event commencing, or (ii) fifteen (15) days prior to the commencement of the event, 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, if requested by Permittee, AEC agrees 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, and notwithstanding anything herein to the contrary: (a) Force Majeure shall not include (i) financial distress nor the inability of either party to make a profit or avoid a financial loss, unless related to capacity limitations imposed on the premises, (ii) changes in market prices or conditions, or (iii) a party's financial inability to perform its obligations hereunder; (b) a Force Majeure event shall only excuse the parties' respective obligations for the year in which such Force Majeure event occurs, it being the intent of the parties that this Permit shall remain in place for succeeding years notwithstanding Force Majeure cancelling a single year's event; and (c) cancelation of a year's event for Public Health Conditions shall be mutually agreed upon by both parties, unless AEC is prohibited functionally or by applicable law or order from hosting events at the premises.

G. **AEC Reserved Rights.** Any rights not expressly granted herein to the Permittee are expressly reserved to the AEC.

H. **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, an event during 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.

I. **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.

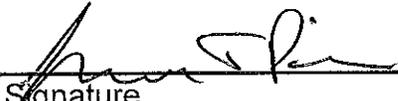
SECTION 19 – SIGNATURES

WORLD DAIRY EXPO, INC. :

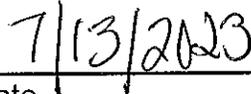
ALLIANT ENERGY CENTER /
COUNTY OF DANE:



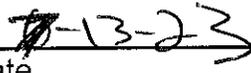
Signature



Signature
Joseph T. Parisi County Executive

Print Name


Date



Date

This signed permit is due signed on or before thirty (30) days after the issuance date, July 13, 2023

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