

# Dane County Contract Cover Sheet

<b>Dept./Division</b>	Alliant Energy Center
<b>Vendor Name</b>	CrossFit, LLC
<b>Vendor MUNIS #</b>	27894
<b>Brief Contract Title/Description</b>	This agreement is to host the CrossFit Games at the Alliant Energy Center in 2021 and 2022, with options for years 2023, 2024 and 2025.
<b>Contract Term</b>	7/14/21 - 8/7/21 & 7/19/22 - 8/12/22
<b>Total Contract Amount</b>	\$ 862,689

<b>Contract #</b> <small>Admin will assign</small>	<b>14172</b>
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$10,000 or under – Best Judgment</b> (1 quote required)	
	<input type="checkbox"/> <b>Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)	
	<input type="checkbox"/> <b>Over \$36,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> <b>Bid Waiver – \$36,000 or under</b> (\$25,000 or under Public Works)	
	<input type="checkbox"/> <b>Bid Waiver – Over \$36,000</b> (N/A to Public Works)	
	<input checked="" type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			<b>Res #</b>	2020
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			<b>Year</b>	282

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/17/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Bill Franz	<b>Name</b>	Billy Rogers
<b>Phone #</b>	(608) 267-3985	<b>Phone #</b>	(205) 901-4805
<b>Email</b>	franz@alliantenergycenter.com	<b>Email</b>	
<b>Address</b>	1919 Alliant Energy Center Way Madison, WI 53713	<b>Address</b>	1500 Green Hills Rd Scotts Valley, CA 95066

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	Signature	Date
	Printed Name	
	William Franz	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	Signature	Date
	<i>Greg Brockmeyer</i>	11/17/20
	Comments	
<b>Corporation Counsel</b>	Signature	Date
	<i>David Gault</i>	11/17/20
	Comments	

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, November 17, 2020 10:52 AM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14172  
**Attachments:** 14172.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 11/17/2020 11:15 AM	Approve: 11/17/2020 11:16 AM
	Clow, Carolyn		Approve: 11/17/2020 12:14 PM
	Gault, David	Read: 11/17/2020 11:13 AM	Approve: 11/17/2020 11:14 AM
	Lowndes, Daniel	Read: 11/17/2020 10:53 AM	Approve: 11/17/2020 10:56 AM
	Stavn, Stephanie	Read: 11/17/2020 11:09 AM	

Contract #14172

Department: Alliant Energy Center

Vendor: CrossFit LLC

Contract Description: Agreement to Host the CrossFit Games at the AEC in 2021 & 2022 with options for 2023, 2024 & 2025 (RES 282)

Contract Term: 7/14/21 – 8/12/22

Contract Amount: \$862,689

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

*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

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**2020 RES-282**

**AUTHORIZING A CONTRACT BETWEEN THE ALLIANT ENERGY CENTER OF  
DANE COUNTY AND CROSSFIT, LLC**

The Alliant Energy Center has hosted the CrossFit Games since 2017. The Games have been a success since their move to Madison and an economic benefit for the Dane County area. Based on this success, the Alliant Energy Center and CrossFit, LLC would like to contract the Games to be held at the Alliant Energy Center in 2021 from July 28-August 1, 2021 and in 2022 from August 3-7, 2022. In addition, The Alliant Energy Center and CrossFit, LLC would like to have options to host the games at the Alliant Energy Center in 2023, 2024 and 2025.

**NOW, THEREFORE BE IT RESOLVED**, that the contract with CrossFit, LLC, 1500 Green Hills Rd, Scotts Valley, CA 95066 is hereby approved.

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



FACILITY RENTAL AGREEMENT

EVENT NAME: CrossFit Games BOOKING #: 21510  
 EVENT DATES: 07/14/21 - 08/07/21 & 7/19/22-8/12/22  
 CONTACT NAME: Rodgers, Billy CONTACT PHONE: 205-901-4805  
 LESSEE NAME: CrossFit, LLC LESSEE ADDRESS: 1500 Green Hills Rd, Scotts Valley, CA 95066  
 SALES CONTACT: Reichert, Eric  
 RENTAL FEE: 2021 - \$427,074 2022 - \$435,615  
 RENTAL SPACE(S): Arena Building, Exhibition Hall - All Rooms, Full Facility, Parking Lot - North, Pavilion 1, Pavilion 2, Quann Park, Veterans Memorial Coliseum, Willow Island  
 PARKING FEES APPLY (YES/NO): No  
 PARKING FEE DETAILS: included in ticket fee

This Lease Agreement dated 08/27/20, made and entered into by the County of Dane, hereinafter referred to as the Lessor, and CrossFit, LLC hereinafter referred to as Lessee. Lessee includes agents, subcontractors, or sub-lessees of Lessee. Lessor operates the Alliant Energy Center, an entertainment, exposition, and convention center located at 1919 Alliant Energy Center Way, in the Town of Madison, Wisconsin. The Alliant Energy Center campus features unique and innovative venues: Exhibition Hall, Veterans Memorial Coliseum, New Holland Pavilions, Arena, Willow Island, and associated parking and land areas throughout the complex. Lessee desires to rent Alliant Energy Center space, and accordingly, the parties agree to the conditions and fees as set forth in this Lease Agreement, hereinafter referred to as Agreement.

**DATES AND RENTAL AND PAYMENT AMOUNTS FOR 2021 ARE LISTED BELOW. DATES AND RENTAL AND PAYMENT AMOUNTS FOR 2022 AND OPTION YEARS 2023, 2024 AND 2025 ARE LISTED IN EXHIBIT A.**

**SECTION 1 – LESSEE’S USE, NEEDS, FEES AND PAYMENT**

- A. **Scope of Lessee’s Use.** This Lease Agreement includes the use of the space and facilities, for the specific dates and times, solely for the use and purpose with details set forth in this Agreement and Exhibit A which is attached to this Agreement and incorporated herein.
- B. **Base Rental Fee.** The base rental fee includes the use of the space as set forth in the Agreement. Base rental fee includes normal lights, heat and air conditioning where available, normal cleaning, standard setup and routine maintenance by Lessor. Additional services requested by Lessee will be charged according to the published rates and fees schedules.
- C. **Payment.** As set forth in Exhibit A
- D. **Description of Lessee Needs.** Lessee shall provide Lessor, at least ten business (10) days prior to the commencement of the event, a full and detailed description of Lessee 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 Lessor may require.
- E. **Items Included in Lease Agreement.** Timely payment of rent entitles Lessee:
 

Rental of These Spaces:	Arena Building, Exhibition Hall - All Rooms, Full Facility, Parking Lot - North, Pavilion 1, Pavilion 2, Quann Park, Veterans Memorial Coliseum, Willow Island					
Ingress Dates / Times:	07/13/21	07:00 AM – 07/27/21	11:59 PM	07/19/22	07:00 AM – 08/02/22	11:59 PM
Event Dates / Times:	07/28/21	07:00 AM - 08/01/21	11:59 PM	08/03/22	07:00 AM – 08/07/22	11:59 PM
Egress Dates / Times:	08/07/21	11:59 PM		08/12/22	11:59PM	
- F. **Parking Fees Apply (Yes/No):** No  
**Parking Details:** included in ticket fee, details in Exhibit A
- F. **Hours of Operation.** Normal hours of operations are 7:00 am to 11:00 pm. If Lessee requires the use of the building for any hours outside normal hours of operations, it shall provide Lessee reasonable notice.
- G. **Release of Space.** This contract must be signed by the Lessee and returned to the Lessor with required deposit by 10/30/20. In the event this contract is not received by this date, Lessor reserves the right to release all spaces covered by this Agreement for general sale.

INITIALS: DS  
MB

**SECTION 2 - INSURANCE AND INDEMNIFICATION**

- A. **Liability insurance.** Lessee 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 leased premises is permitted. Lessee 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 Lessee’s policy with respect to use of the leased premises as outlined in this lease. Proof of such insurance by certificate or other evidence satisfactory to the Lessor shall be presented by Lessee at least thirty (30) days prior to occupancy of the leased premises. The Lessee and/or Insurer shall give the Lessor 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 Agreement.
- B. **Worker’s Compensation Insurance.** At least thirty days prior to the use of the leased premises, Lessee shall provide Lessor with a certificate of insurance demonstrating Worker’s Compensation Insurance as required by Wisconsin Statutes to be in force for the duration of this agreement.

- C. **Actions which Jeopardize Premises and Insurance thereof.** Lessee shall not, without prior expressed written consent of the Lessor, display or operate any motor vehicle, engine, motor, or machinery on the leased 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 Lessor. Lessee shall not set off or exhibit on or over said premises any fireworks or explosives without the express written consent of the Lessor. Lessee 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 Lessee may display a motor vehicle only if Lessee agrees to abide by any safety regulations imposed by Lessor or by law.
- D. **Hold Harmless.** Lessee agrees to hold harmless, indemnify and defend the Lessor 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 lease where such liability is founded upon or grows out of the acts or omissions of any of Lessee's agents, employees, invitees, subcontractors or others in any way connected with Lessee, except such damages occasioned by negligent acts or willful or wanton acts of Lessor and its officers, agents, representatives, employees and contractors. The parties do not intend that this paragraph will impose liability on the lessor beyond that imposed by state statutes. Lessee agrees that Lessor shall not be responsible for lost or stolen items.
- E. **Third Party Liability.** Lessor shall not be responsible or liable for any damage or injury that may happen to property or person of Lessee's agents, subcontractors, employees, members, invitees, or others in any way connected with Lessee, or for any other damages of any other kind or nature, except such damages occasioned by negligent acts or willful or wanton acts of Lessor and its officers, agents, representatives, employees and contractors, during or subsequent to the Lease period. Lessee hereby expressly releases Lessor from and agrees to defend and indemnify Lessor, 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, except such damages occasioned by negligent acts or willful or wanton acts of Lessor and its officers, agents, representatives, employees and contractors. The parties do not intend that this paragraph will impose liability on the lessor beyond that imposed by state statutes.
- 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.
- G. **University of Wisconsin Events.** The State of Wisconsin, including the Board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional and automobile) under ss. 895.46(1) and 893.82 of the Wisconsin Statutes. This protection provides coverage for its officers, employees and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts of omissions of its officers, employees and agents in accordance with the statutes. In addition to the self-funded program the State purchases substantial limits of excess commercial insurance should a claim exceed the self-insured limits. Coverage is continuous under the law. Since this is statutory protection, there is no policy on which to name anyone as additional insured.

INITIALS: DS  
MB

**SECTION 3 - COMPLIANCE WITH LAWS**

The Lessee 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.

INITIALS: DS  
MB

**SECTION 4 - LICENSES AND PERMITS**

The Lessee has the responsibility to obtain 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.

INITIALS: DS  
MB

**SECTION 5 – BOX OFFICE CONCERT AND FAMILY EVENTS**

- A. In order to protect public funds and prior to any announcement, advertisement or sale of tickets to this event, Lessee shall either contract with Madison Ticket Agency for full ticket service or join in a written arrangement acceptable to Lessor.
- B. The event promoter will provide the following complimentary tickets for the exclusive use of the Alliant Energy Center: 12 event tickets in the lower Coliseum bowl, and first option to purchase an additional 24 tickets in the lower Coliseum bowl for each performance.
- C. A Facility Maintenance Fee of \$2.00 per ticket will be invoiced on all tickets sold for this event. Lessee will be required to show an audited box office statement.
- D. Timely payment of rent entitles Lessee to: full-house reserve concert setup, bare flat floor stage, normal house and stage lights, electrician and electrical power, EMT on duty, three (3) telephones for show office, usher service, up to ten (10) sheriff deputies, sound tech, forklift (without operator), spotlights (without operator), barricades, and furniture (already owned by Lessor), and one (1) Coliseum Suite.
- E. All of Lessee's advertisements and / or communications promoting Lessee's events to be held under this Agreement shall refer to the rented facilities as "Alliant Energy Center." No other reference whatsoever to the facilities or grounds is permitted.
- F. Information herein is confidential until public release to be determined mutually by talent and building management.

INITIALS: DS  
MB

**SECTION 6 - SAFETY**

- A. The Lessor will provide written instructions to Lessee prior to the event regarding safety and disaster procedures upon request. It is the responsibility of each Lessee 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 Lessee. Lessee 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. Lessee 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 named spaces for any purpose other than ingress or egress from the premises. Lessee 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. Lessee 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 Lessor 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.

E. Drones may only be operated by a FAA certified operator.

INITIALS: <sup>DS</sup>  
MB

**SECTION 7 - REMAINING PROPERTY AND LOST ARTICLES**

Unless approved by the Lessor, Lessee shall remove all property, goods and effects belonging to Lessee or caused by Lessee to be brought upon premises as set forth in the Agreement on or before the last date and time set forth in the Agreement. If any such property is not removed according to the Agreement, the Lessor 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 Lessee, less the expense of selling, or Lessor may store such property, for which Lessee shall pay a reasonable fee and all expenses incurred thereafter. The Lessor 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 Lessee or any person in Lessee's employ shall not contact nor interfere with the collection or custody of such articles.

INITIALS: MB

**SECTION 8 – FOOD AND BEVERAGE SERVICE**

The Lessor shall have the exclusive rights to provide to Lessee the following services: concession sales, and catering services. Concession/novelty fees will be assessed according to the current concession agreement at the time of the event. This provision shall not prohibit the distribution of free printed material to persons attending Lessee's event. See Exhibit A.

INITIALS: MB

**SECTION 9 - PERSONNEL, EQUIPMENT AND SERVICES**

A. **Cleaning.** Lessor shall maintain at no extra cost to Lessee 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).

B. **Trash Removal.** Lessor will provide trash disposal receptacles for trash, debris, and general packing material. Fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in the manner prescribed by Lessor. Personnel and equipment will be provided at no extra cost to Lessee to remove and empty trash disposal receptacles from pre-assigned areas to compactor and/or drop boxes. Lessor will control the operation of the compactor units.

C. **Equipment and Personnel.** Lessor reserves the exclusive right to be supplier of all rental equipment, furnishings, electrical connections and personnel. In the event Lessee requests and Lessor provides furnish to Lessee at Lessee's expense equipment and materials (to the extent of the Lessor's available inventory) according to the Equipment and Services Price List current at the time of the event. Lessor will also provide technicians, electricians, public address system operators, projectionists, or usher staff at the rates noted on the current Equipment and Services Price List. Lessor further reserves the right to name all personnel who will operate the Lessor's equipment, and Lessee shall pay for same.

INITIALS: <sup>DS</sup>  
MB

**SECTION 10 - ALTERATION OR DEFACEMENT OF FACILITY**

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

INITIALS: <sup>DS</sup>  
MB

**SECTION 11 - SIGNS AND LITERATURE**

Lessee 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 Lessee'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 Lessor. Lessee shall not distribute any stickers or decals. Lessee shall be billed for time and materials for any damage caused by unauthorized attachment to surfaces.

INITIALS: MB

**SECTION 12 - LESSOR'S RIGHT OF ENTRY**

In permitting the use of the leased premise, the Lessor retains the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Lessor 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 agreement, shall at all times be under the charge and control of the Lessor.

INITIALS: <sup>DS</sup>  
MB

**SECTION 13 - UNLAWFUL USES OR BEHAVIOR**

Any use of the leased premises that is contrary to public policy, or not in the best interest of the Lessor, or is in violation of any laws of the United States, the State of Wisconsin, County of Dane, or the Town of Madison shall be an event of breach and shall be grounds for immediate termination of this lease agreement. 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. Lessee shall hold Lessor harmless from any claim resulting from such action.

INITIALS: <sup>DS</sup>  
MB

**SECTION 14 - BROADCAST RIGHTS AND RECORDING**

A. **Broadcast Rights.** The Lessee reserves all rights and privileges for outgoing television and radio broadcasts originating from the Alliant Energy Center during the term of this agreement.

INITIALS: <sup>DS</sup>  
MB

**SECTION 15 - COPYRIGHTS AND PROPRIETARY MATERIAL**

Lessee 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.). Lessee shall indemnify, defend and hold Lessor 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.

INITIALS: <sup>DS</sup> MB

**SECTION 17 - TERMINATION, BREACHES AND REMEDIES**

A. The following events shall be designated as an event of breach:

- 1. Default made by Lessee in the performance of any of its obligations under this Agreement;
- 2. Waste or damage to the facilities or equipment caused or permitted by Lessee;
- 3. Filing by or against the Lessee 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 Lessee;
- 4. Making by Lessee 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 Agreement, the Lessor may undertake any or all of the following remedies:

- 1. Require of Lessee additional security for the performance by Lessee of its obligations hereunder;
- 2. Without further notice, declare this agreement 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 Lessee to recover any fees due hereunder and any damages sustained by the Lessor and/or pursue any or all other rights and remedies which it may have at law or equity against Lessee 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 Lessee, all sums which may come into the hands of the Lessor for or on behalf of Lessee.

INITIALS: <sup>DS</sup> MB

**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 Agreement shall be in the Wisconsin Circuit Court for Dane County.

B. **Severability.** If any provision of this Agreement or the policies, rules, and regulations which have been incorporated into this agreement 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.** Lessee may not assign this Agreement or any interest therein or permit the use of the leased areas or any part thereof by any party other than Lessee without the prior written consent of the Lessor. Any attempted assignment without the prior written consent of the Lessor shall be null and void.

D. **Non-Discrimination.** In the performance of work under this Agreement, Lessee agrees not to discriminate against any employee, applicant for employment, customer or patron because of race, religion, marital status, age, color, sex, handicap, 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. Lessee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this agreement 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 Lessor or Lessee 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.** Neither party will be liable for failure or delay to perform obligations under this Agreement, 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 Agreement 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.

G. **Lessor Reservation of Rights.** Any rights not expressly granted herein to the Lessee are expressly reserved to the Lessor.

H. **Entire Agreement.** This Agreement and any attachments herein or incorporated by reference represent the complete and entire understanding between the parties. This Agreement supersedes any and all oral contracts and negotiations between the parties.

INITIALS: <sup>DS</sup> MB

LESSEE'S AUTHORIZED REPRESENTATIVE:

ALLIANT ENERGY CENTER / COUNTY OF DANE

DocuSigned by:  
*Marshall Brenner*  
Signature

Signature



Marshall Brenner

Print Name

Brent S. Kyzer-McHenry, MBA  
Executive Director, Alliant Energy Center

11/5/2020

Date

Date

619-540-5016

Phone Number

marshall@crossfit.com

Email Address

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EXHIBIT A

Page 1

Lessee: CrossFit, LLC  
Re: CROSSFIT GAMES

1  
2 1. This Exhibit A is incorporated in and made a part of the attached agreement  
3 between Lessee, CrossFit, LLC and Lessor, County of Dane. In the event of a  
4 conflict between the attached agreement and this Exhibit A, the terms of this Exhibit A  
5 to the extent of any conflict, are controlling.  
6

7 2. The dates of use by Lessee shall be July 14 – August 7, 2021 and July 19 – August  
8 12, 2022.  
9

10 3.a. During the term of this agreement the Lessee shall have use of the entire Alliant  
11 Energy Center Campus, including EXHIBITION HALL, NEW HOLLAND PAVILION 1,  
12 NEW HOLLAND PAVILION 2, VETERANS MEMORIAL COLISEUM, ARENA  
13 BUILDING, WILLOW ISLAND, PARKING LOT AREAS, and other land under the control of  
14 the AEC subject to the terms of this agreement, all applicable laws, ordinances and  
15 regulations, and AEC facility use policies.  
16

17 b. Lessee is informed that there are a total of eight (8) suites in the Veterans Memorial  
18 Coliseum. Two (2) of the suites (503 & 504) are subject to an option of first purchase by  
19 other entities (the "Option Holders"). Lessee is entitled to possession of the six (6) not  
20 subject to the right of first purchase. Further, Lessee shall have possession of one or  
21 both of the remaining two (2) suites should the Option Holders not exercise their first  
22 purchase rights on or before May 1 of each year.  
23

24 c. Lessee shall have reasonable access to parking lot areas for event set up as agreed by  
25 the parties. Such access will not be unreasonably denied by Lessor. Advanced notice of  
26 all needed areas will be communicated in writing.  
27

28 d. Lessee will have access to one week before and after the event as set forth in  
29 Paragraph 2, to facilitate show ingress and egress. The parties will cooperate to develop a  
30 schedule for ingress and egress. All confirmed dates will be communicated in writing.  
31 Estimated dates are as follows:  
32

<b>2021 Date</b>	<b>Location</b>	<b>Project/ Delivery</b>
Wednesday, July 14	Madison	Framework arrives in Madison
Thursday, July 15	Coliseum	Coliseum Bleacher build begins
Sunday, July 18	AEC	Dane County Fair Ends
Monday, July 19	North Lot	NW lot / N lot access
Monday, July 19	Expo Hall	Expo Hall Access
Wednesday, July 21	P2	P2 Access 8AM
Friday, July 23	P1	P1 Access
Saturday, July 24	Arena Building	Beer Garden Access
Wednesday, July 28	Full Campus	Estimated Comp Day 1
Sunday, August 1	Full Campus	Final Comp Day
Saturday, August 7		Final Day of Breakdown / Move out

EXHIBIT A

Page 2

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e. Lessee shall have use of the Bob Johnson Hockey locker rooms as needed throughout the year for use as an office year round during the term of this agreement. Lessee will be given keys to access the office. Lessee shall give reasonable notice to Lessor of its intent to use this space so that Lessor can accommodate access to the AEC grounds. Any alterations, changes, improvements or modifications to the space must be approved by the AEC Executive Director. Any costs associated with such changes must be agreed upon by the parties before any work commences. Lessor will maintain this space in good condition so that it is available to Lessee as needed. When not in use by the Lessee, Lessor can use this space for its own purposes. Lessor shall obtain the consent of the Lessee to lease the space to another party, such consent shall not be unreasonably withheld.

f. During the term of the agreement, Lessee shall have access to meeting rooms and other facilities as available. Lessee shall request use of these facilities at least 5 days prior to the requested dates. Lessee shall be responsible for the cost of any food and drink through the Lessor's Concessionaire.

g. Lessee shall provide Lessor, upon Lessor's request, with final layout and setup of an event at least twenty-five (25) working days prior to event. Layout & setup subject to change.

4. a. The base rent for 2021 shall be \$427,074. The base rent for 2022 shall be \$435,615.

b. Lessee shall receive a credit of \$25,000 on the final invoice for every year.

c. Parking fees will not be charged upon entry to the AEC. A Facility Fee of \$2/day that the event is open & ticketed will be added to the cost of each Weekly Ticket and \$2 to each Daily Ticket. Lessor shall retain 100% of the Facility Fee up to \$75,000. The parties will split equally any Facility Fee collected above \$75,000.

d. Fees for camping will be invoiced to Lessee as a flat rate for the event as follows:  
RV Spaces with hookups - \$175  
Tent Camping Spaces and RV spaces without hookups - \$50  
The annual invoice to Lessee for camping shall not exceed \$50,000.

e. Lessor shall issue a credit on the final invoice for any increase in the deductions from the net profit paid per ticket to the Lessee compared to 2019 by the Madison Ticket Agency.

f. In the event Lessee requests and Lessor provides equipment, services and personnel not listed on this Agreement, Lessee shall be invoiced additional charges at Lessor's published rates in effect at the time of request. In general, this will be billed as labor and material costs.

EXHIBIT A

Page 3

Lessee: CrossFit, LLC  
Re: CROSSFIT GAMES

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g. Payment Schedule – rent deposits shall be made according to the following schedule:

- 2021 Games: \$42,707 due on or before December 31, 2020. \$192,183 due on or before June 1, 2021. \$102,183 due on or before July 1, 2021. Any remaining balance will be due upon final invoice.
- 2022 Games \$43,561 due on or before December 31, 2021. \$196,027 due on or before June 1, 2022. \$106,027 due on or before July 1, 2022. Any remaining balance will be due upon final invoice.

5. a. Except as stated below, Lessee shall not bring outside food or beverages of any kind onto the premises without PRIOR WRITTEN PERMISSION of Lessor and Lessor's Concessionaire (Centerplate). Lessee shall arrange for any desired food and beverage service with Lessor's Concessionaire. Lessor agrees to reduce the commission it receives from Centerplate from food and beverage provided at Madison Club to event volunteers, athletes, media, Madison Club and staff if necessary, to maintain cost to Lessee.

b. Lessee shall receive 10% of gross sub-k concession revenues.

c. Notwithstanding the above, Lessor and Lessor's Concessionaire hereby give Lessee and its exhibitors, partners, and sponsors permission to sample food and beverages (without charge). Pre-packaged food and beverage products may be distributed as samples regardless of size. Non pre-packaged food samples are limited to no more than 4 ounces for food and 2 ounces for beverages. Alcohol sampling must be coordinated with LESSOR's Concessionaire and in accordance with Concessionaire's liquor license. Protein drinks, energy, recovery and sport drinks are permissible for sampling. Lessee and its exhibitors, partners and sponsors shall retain 100% of any revenue from the sale of products, goods and services (including, without limitation, any and all event related merchandise and novelties) and neither Lessor nor any third party shall be entitled to share in any such revenue. This section shall have no effect on Lessor's revenue entitlements from LESSOR'S Concessionaire's contracted food and beverage vendors.

d. Lessee shall arrange for alcoholic beverage service, if desired, through Lessor's Concessionaire.

e. Lessee shall receive a commission on all tap beer sold on the following schedule:

<i>Units Sold</i>	<i>Commission to Lessee</i>
O to 5,000	\$0.50 per unit sold
5,001 to 10,000	\$0.75 per unit sold
10,001 to 15,000	\$1.00 per unit sold
15,001 to 20,000	\$1.25 per unit sold
20,001 +	\$1.50 per unit sold.

f. Lessee's exhibitors, partners and sponsors wishing to sell food or drink products

EXHIBIT A

Page 4

Lessee: CrossFit, LLC  
Re: CROSSFIT GAMES

124 directly from their booth must abide by the subcontractor policies or other agreed  
125 upon policy as set in place by Lessor's Concessionaire. No beverages may be sold on  
126 AEC campus that are in direct competition with or in violation of AEC's exclusive  
127 pouring rights agreement with Pepsi Inc. These products include; soft drinks, juices,  
128 isotonic beverages, teas, cold coffee, still water, and flavored water. Notwithstanding the  
129 above, Lessor and Lessor's Concessionaire authorize Zevia, Kill Cliff, and FitAid to sell  
130 and sample their products on AEC campus as well as other exhibitors, partners and  
131 sponsors who offer iced/cold brewed coffees, hot coffee and other similar products.  
132

133 g. Lessee shall have final approval of all third-party concessionaires that are added into  
134 the concessions plan for the event. No concessionaire shall be allowed to promote retail  
135 sales, or market, advertise or promote any portion of their business, outside of food being  
136 sold for on-site consumption without prior written approval from Lessee in each instance,  
137 which approval may be withheld in Lessee's sole and absolute discretion. Lessor shall  
138 not sell, barter, rent, lease or offer the right to sample, sell, promote, market or advertise  
139 (including any on site activation) any food, beverage, goods, products or services or other  
140 sponsorship, advertising or promotional program or activities on or adjacent to the  
141 premises during the time Lessee uses the premises. Lessor shall cooperate with Lessee  
142 in enforcing these rules and removal of any individuals or companies promoting their  
143 goods, products or services without Lessee's prior approval.  
144

145 h. A rent credit of 10% for CATERING food service may be granted for catering  
146 contracted through LESSOR's Concessionaire. The rent credit would be capped at  
147 \$10,000.  
148

149 6. Lessee's advertisements and /or communications, whether print, radio, television  
150 or otherwise, promoting Lessee's events to be held under this Agreement shall refer to  
151 the rented facilities as "Alliant Energy Center" or such other phrasing as Lessor, on  
152 reasonable advance written notice to Lessee, may from time to time designate. No  
153 other reference whatsoever to the facilities or grounds is permitted.  
154

155 7. a. Lessee shall be responsible assignment of camping sites.  
156

157 b. All communications regarding camping at the event will be through  
158 [camping@crossfitgames.com](mailto:camping@crossfitgames.com) and managed by Lessee.  
159

160 c. Lessee will provide all necessary additional restrooms, showers, and electrical power for  
161 campsites, and will provide a camp ranger to supervise conduct of campers.  
162

163 d. Lessor will be responsible for layout of camping sites (including map delivered prior to  
164 camping sales and physical layout and marking of spaces prior to camping move-in),  
165 camping check-in, and camping signage and to direct campers to the appropriate area  
166 upon arrival.  
167

168 8. a. Lessor agrees to use its best efforts to maintain the facility and grounds in good  
169

EXHIBIT A

Page 5

Lessee: CrossFit, LLC  
Re: CROSSFIT GAMES

170 condition that will accommodate the needs of Lessee and promote a successful event that  
171 reflects positively on both parties and the community.

172  
173 b. Lessor shall consider all reasonable requests for repairs and upgrades to the facility.  
174 Lessee acknowledges that major repairs or improvements to the AEC may require  
175 approval by the County Board and County Executive.

176  
177 c. Lessor shall notify Lessee of any and all improvements to the facility that may affect  
178 Lessee's operations or event footprint.

179  
180 9. Lessor will assure proper permitting with the City of Madison for Quann Park and will be  
181 responsible for mowing and signage. If the Lessee seeks to use City of Madison park  
182 property for any additional uses, the parties will cooperate to obtain necessary permits.

183  
184 10. Lessor shall be responsible for the following:

185  
186 a. Community relations and communication.

187  
188 b. Box Office expenses from Madison Ticket Agency for sellers, program  
189 expenses, staffers, hard costs, scanners, equipment, networking, internet, etc.  
190 provided the main entrance is on the AEC campus.

191  
192 c. Necessary labor for cleaning and maintenance of the facility.

193  
194 d. Guest Services including: Ushers, Ticket takers, parking staff (Up to 1,500 hours at  
195 no charge. \$14.25 per hour after 1,500 hours.) Documentation of hours to be provided  
196 to CrossFit post event.

197  
198 e. Operations staff for set-up and event management

199  
200 f. Traffic control and parking. Includes AEC staff and Sherriff & Police needs and  
201 expenses.

202  
203 g. AEC Staff for venue conversions

204  
205 h. Turf and Grounds repair of all contracted areas, including Quann Park (Lessor to  
206 mow and repair, Lessee responsible for painting)

207  
208 i. Mosquito spraying as needed.

209  
210 j. IT Equipment and rental: (Includes permanent infrastructure in existing buildings. Not  
211 included if needed off campus or out of permanent buildings [Quann park is off campus])

212  
213 j. Loading dock access

214  
215 k. Trash removal / General grounds clean-up / Dumpster service / Janitorial services for

EXHIBIT A  
Page 6  
Lessee: CrossFit, LLC  
Re: CROSSFIT GAMES

216 all areas of campus through duration of event.

217  
218 I. Video Scoreboard in Veterans Memorial Coliseum (not including operator)

219  
220 m. Electrical service and electricians (included in existing buildings. If outside  
221 infrastructure is needed billed at time and materials)

222  
223 n. Wireless Internet (password protected networks for CrossFit vendors and  
224 Show Management)

225 1. Hardwire internet for Show Management

226 2. Lessee shall have access to all existing infrastructure, equipment, etc. for internet  
227 services. Additional service shall be billed at cost of materials and labor if Lessee chooses  
228 to use Lessor or their provider.

229  
230 o. Sound systems in existing buildings

231  
232 p. Assigned event coordinator to help with planning and operations prior to and  
233 during your event

234  
235 q. A minimum of two hundred fifty (250) 10' X 10' booth packages for Lessee's use (see  
236 below)

237 10' X 10' Expo Booth Packages Includes:

- 238 • 1 – 8' Skirted table
- 239 • 2 – Chairs
- 240 • 8' High Back Drape
- 241 • 3' High Side Drape

242 \* Booth package color selections are from in-stock inventory, no substitutions  
243 In addition to the 250 booth packages, Lessee will have access to 300 tables, 600 chairs,  
244 pipe and drape as requested to be used at Lessee's discretion.

245  
246 r. Freight services for ingress and egress for exhibitors or show management, including  
247 storage and deliver to and from exhibitor locations are included in base rental up to  
248 \$10,000 (100 hours @ \$100.00 per hour) Hours in excess of the first 100 hours will be  
249 billed at \$100.00 per hour and capped to the show at \$5,000.00. Documentation of hours  
250 to be presented to CrossFit post event.

251  
252 s. Delivery and setup of basketball hoops in authorized locations as needed throughout  
253 the duration of Lessee's time on campus.

254  
255 11. Lessor agrees that Lessee and its exhibitors, partners and sponsors shall not be  
256 subject to any sponsorship, advertising, activation or promotional, signage, sampling or  
257 sales restrictions or requirements not expressly described herein or in the Agreement,  
258 unless otherwise mutually agreed upon by the parties. Lessee may install temporary  
259 signage to cover any existing signage on campus, with the exception of Alliant Energy  
260 and New Holland that are the subject of Naming Rights Agreements.