

Dane County Contract Cover Sheet

Revised 01/2022

RES 342
SIGNIFICANT

Dept./Division	Alliant Energy Center		
Vendor Name	National Jr. Angus Association	MUNIS #	32626
Brief Contract Title/Description	Lease agreement for National Junior Angus Show		
Contract Term	6/26/2024-7/6/2024		
Contract Amount	\$210,000		

Contract # Admin will assign	14630
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" 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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Carolyn Clow	Name	Caitlyn Brandt
Phone #	267-3985	Phone #	816-383-5189
Email	clow.carolyn@alliantenergycenter.com	Email	cbrandt@angus.org
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (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:

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 #	342
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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	
Clow, Carolyn	Digitally signed by Clow, Carolyn Date: 2022.01.31 10:43:24 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/7/22	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, February 10, 2022 11:22 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14630
Attachments: 14630.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/10/2022 2:14 PM	Approve: 2/10/2022 2:14 PM
	Gault, David	Read: 2/10/2022 1:38 PM	Approve: 2/10/2022 1:41 PM
	Patten (Purchasing), Peter		Approve: 2/10/2022 2:34 PM
	Lowndes, Daniel		Approve: 2/10/2022 12:32 PM
	Stavn, Stephanie	Read: 2/11/2022 8:04 AM	
	Oby, Joe		

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

Contract #14630
Department: Alliant Energy Center
Vendor: National Jr Angus Association
Contract Description: Lease for National Junior Angus Show (Res 342)
Contract Term: 6/26/24 – 7/6/24
Contract Amount: \$210,000.00

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.

2021 RES-342

**AUTHORIZING A CONTRACT BETWEEN THE ALLIANT ENERGY CENTER OF
DANE COUNTY AND NATIONAL JUNIOR ANGUS ASSOCIATION**

The Alliant Energy Center has been chosen to host the National Junior Angus Show June 28-July 6, 2024. This contract will authorize the Alliant Energy Center to enter into a contract in the amount of \$210,000 to host the show in 2024.

NOW, THEREFORE BE IT RESOLVED, that the contract with National Junior Angus Association, 3201 Frederick Avenue, St. Joseph, MO 84506 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:	National Junior Angus Show	BOOKING #:	24334
EVENT DATES:	06/28/24 - 07/06/24	CONTACT NAME/EMAIL:	Caitlyn Brandt cbrandt@angus.org
INGRESS START DATE:	06/26/24	CONTACT PHONE:	816.383.5189
EGRESS END DATE:	07/06/24	COMPANY NAME:	National Jr Angus Association
SALES CONTACT:	Brent McHenry	COMPANY ADDRESS:	3201 Frederick Ave St. Joseph, Missouri 84506
RENTAL FEE:	\$210,000.00		
RENTAL SPACE(S):	Exhibition Hall A, Lake Rooms - All, Mendota 1-8, Pavilions 1 & 2, Quann Park, Veterans Memorial Coliseum		
PARKING FEES APPLY (YES/NO):	No	CONTRACT DUE:	Monday, December 06, 2021
PARKING FEE DETAILS:			

This Lease Agreement dated 11/05/21, made and entered into by the County of Dane, hereinafter referred to as the Lessor, and National Jr Angus Association, 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.

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 Exhibit A. 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.** The following deposit payment schedule outlines deposits due prior to the event start:

<u>Due Date</u>	<u>Deposit Description</u>	<u>Deposit Due</u>
Upon contract execution	Initial Deposit	\$21,000.00
04/27/2024	Second Deposit	\$94,500.00
05/27/2024	Final Deposit	\$94,500.00

If event is canceled after agreement has been signed by Lessee, this deposit will be forfeited. Lessee shall pay for any additional services or accommodations within 30 days of invoice by Lessor. A 15% interest charge will be added to any balance due not received within 14 days of the due date.

- D. **Description of Lessee Needs.** Lessee shall provide Lessor, at least thirty (30) days prior to the commencement of the ingress as specified by the terms of this agreement a rough draft of all requirements they will need from Lessor. This rough draft is able to be changed and replaced by the final draft. Lessee shall provide Lessor, at least fifteen (15) days prior to the commencement of the ingress as specified by the terms of this agreement, a full and detailed final draft describing all 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. If event details are not communicated by the timespan above, Lessor will apply a daily penalty fee.
- E. **Items Included in Lease Agreement.** Timely payment of rent entitles Lessee to Spaces listed in Exhibit A and the following overall Dates/Times:
 Ingress Dates / Times: 06/26/24 07:00 AM
 Event Dates / Times: 06/28/24 07:00 AM - 07/06/24 11:59 PM
 Egress Dates / Times: 07/06/24 11:59 PM
- F. **Parking Fees Apply (Yes/No):** No
Parking Details:
- G. **Release of Space.** This contract must be signed by the Lessee and returned to the Lessor with required deposit by Monday, December 06, 2021. 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: CB

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 or bring onto 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. 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, for any cause whatever prior, during or subsequent to the Lease period. Lessee hereby expressly releases Lessor from and agrees to defend and indemnify Lessor, its officers, agents, employees, and members of its boards and 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.~~
- 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 893.92 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 or 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: CB

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: CB

SECTION 4 - LICENSES AND PERMITS

- A. 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.
- B. Tents That are installed by Lessee and or Lessee's exhibitors must comply with local fire codes. It is the sole responsibility of the Lessee to get the appropriate permits for tents.

INITIALS: CB

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. ~~All outstanding payments due shall be made at final settlement prior to 9:00 P.M. on the final show date.~~
- C. ~~A parking fee of \$2.50 will be added to the cost of each ticket sold.~~
- D. ~~The event promoter will provide the following complimentary tickets for the exclusive use of the Alliant Energy Center: 12 event tickets for Suite 501, 24 event tickets in the lower Coliseum bowl, either section 208 or 226 and, first option to purchase an additional 24 tickets in the lower Coliseum bowl for each performance.~~
- E. ~~A Facility Maintenance Fee of \$3.00 per ticket will be invoiced on all tickets sold for this event. Lessee will be required to show an audited box office statement.~~
- F. ~~Merchandise Sale Agreement shall be: 80/20 split if Promoter/Artist/Show sells or 70/30 split if Venue sells and 90/10 split for recorded music.~~
- G. ~~Any discounting of tickets, after initial date, is prohibited.~~
- H. ~~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 "Veterans Memorial Coliseum at the Alliant Energy Center." No other reference whatsoever to the facilities or grounds is permitted.~~
- I. ~~Information herein is confidential until public release to be determined mutually by talent and building management.~~
- J. ~~Ticketed events with a designated seating arrangement require the use of Usher staff. Usher staff actual hours will be invoiced to Lessee.~~

INITIALS: CB

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 are not allowed without permission from Lessor.
- F. Additional fire rescue, emergency services, and crowd managers may be required per local ordinances. Resulting fees for staffing will be invoiced to Lessee.
- G. Midways and Carnivals with rides and attractions must shut down by 8:00PM every night that they are open.
- H. For events over 10,000 estimated attendance, the Lessor will enact an Emergency Operations Center. This will require a member of the Lessee's event staff to operate.
- I. For events that use their own radio's to communicate with their staff, it is required that four (4) of Lessee's radios be provided to Lessor for emergency use only during the event.
- J. Lessee must obtain Fire Marshal floor plan approval a minimum of 30 days prior to the start of the event.
- K. Lessee must obtain written approval from Lessor for the use of UHF radio systems on Alliant Energy Center grounds.
- L. Lessee is required to submit an incident action and notification plan a minimum of 30 days prior to the start of the event to Lessor.

INITIALS: CB

SECTION 7 - REMAINING PROPERTY AND LOST ARTICLES

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 collect nor interfere with the collection or custody of such articles.

INITIALS: CB

SECTION 8 - NOVELTIES AND MERCHANDISE

~~The Lessor shall have the exclusive rights to provide to Lessee the following services: concession sales, sale of novelties and merchandise, and catering services. Lessee shall not distribute or sell any concession items including, but not limited to, printed material, records, tapes, food, beverages, flowers, novelties, souvenirs and clothing, without the prior written approval of the Lessor. 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.~~

INITIALS: CB

SECTION 9 - FOOD AND BEVERAGE SERVICE

Lessee will not be permitted to bring any outside food or beverages of any kind onto the premises. Lessee shall arrange for any desired food and beverage service with Lessor's Concessionaire. Lessee shall not sell, give, (with or without charge) any food and/or beverage, or food and/or beverage samples without prior written permission of Lessor and Lessor's Concessionaire. Lessee shall arrange for alcoholic beverage service, if desired, with Lessor's Concessionaire. For all inquiries, Lessor does not speak for Lessor's Concessionaire, Lessee must communicate all questions and needs with Lessor's Concessionaire.

INITIALS: CB

SECTION 10 - PERSONNEL, EQUIPMENT AND SERVICES

- A. **Cleaning.** Lessor shall maintain Alliant Energy Center buildings at no extra cost to Lessee including 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 Lessee desires any additional janitorial and cleaning services on opening day of move-in, during show days through the final day of move-out, they shall be provided by the Lessor at the expense of Lessee. Lessor will not clean, maintain, or be held responsible for any and all equipment and or structures brought on to the grounds by Lessee or one of Lessee's agents, employees, and or subcontractors. This includes but is not limited to tents, portable restrooms, and bleachers.
- B. **Trash Removal.** Lessor 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 Lessee for actual number used to service the show for trash removal from Alliant Energy Center's property, 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 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. Lessors personnel will not install or move or be held responsible for any and all equipment and or structures brought onto the grounds by Lessee, or one of Lessee's agents, employees, and or subcontractors. This includes but is not limited to tents, portable restrooms, and bleachers.
- D. **Audio/Video Equipment.** With the exception of Lessee's computers, all audio/visual equipment must be provided by Lessor. 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 Lessee's computers and other equipment.
- E. **Outside Decorator.** In the event Lessee is given permission by Lessor to utilize the decorating services of a third party, Lessee shall pay a 30% commission to Lessor based on Alliant Energy Center's current advance exhibitor service order rates.

- F. **Security.** Lessee is required to use Lessor's house security for event needs or must have written approval from Lessor for use of a third party security
- G. **Internet Usage.** Free 3MB Wi-Fi is made available to Lessee and Lessee's guests, attendees, and staff by Lessor. Faster speeds are made available to purchase by Lessee from Lessor. In the event that Lessee or one of Lessee's Exhibitors are caught hot spotting or other forms of signal splitting without approval from Lessor, Lessee will be invoiced \$200 per non Alliant Energy Center approved network per day identified by Lessor,

INITIALS: CB

SECTION 11 - ALTERATION OR DEFACEMENT OF FACILITY

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: CB

SECTION 12 - SIGNS AND LITERATURE

- A. 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.
- B. Lessee will not distribute hand bills, advertisements, show bills, or cards on the premises.
- C. Venue Marketing Agreement shall be: 80/20 commission split if Promoter/Artist/Show sells any venue marketing, promotional materials, event activation(s), and/or signage sponsorship.

INITIALS: CB

SECTION 13 - 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: CB

SECTION 14 - 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: CB

SECTION 15 - BROADCAST RIGHTS AND RECORDING

- A. **Broadcast Rights.** The Lessor reserves all rights and privileges for outgoing television and radio broadcasts originating from the Alliant Energy Center during the term of this agreement. If Lessor grants to Lessee any such rights and privileges, it may require Lessee to pay in advance an estimate of Lessor's related costs and may also require payment for such rights and privileges in addition to such advance payment. If Lessee 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 agreement without the prior written approval of the Lessor. Lessor retains the right to require payment from Lessee or licensing agency for the privilege.

INITIALS: CB

SECTION 16 - 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: CB

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: CB

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. Should it become impossible, impracticable or inadvisable for intrastate or interstate movement of cattle, or if the Alliant Energy Center becomes unavailable to the American Angus Association for the National Junior Angus Show, this contract will become null and void without financial obligations on either party. 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: CB

[SIGNATURE PAGE TO FOLLOW]

LESSEE'S AUTHORIZED REPRESENTATIVE:

Caitlyn Brandt
Signature

Caitlyn Brandt
Print Name

1/31/2022
Date

816-383-5189
Phone Number

cbrandt@angus.org
Email Address

Caitlyn Brandt
Signature

ALLIANT ENERGY CENTER / COUNTY OF DANE

Signature

Joseph T. Parisi
Dane County Executive

Date

Signature

Scott McDonell
Dane County Clerk

Date

Space Rental Charges

The following space is booked for your use for the indicated dates and times and at the specified rate.

Start Date	Start Time	End Date	End Time	Space	Usage	Amount
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Exhibition Hall A	Move In	\$4,250.00
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Lake Rooms - All	Move In	\$900.00
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Mendota 1-8	Move In	\$3,100.00
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Quann Park	Move In	\$3,000.00
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Veterans Memorial Coliseum	Move In	\$10,000.00
Jun 26, 2024	7:00am	Jun 27, 2024	10:00pm	Pavilions 1 & 2	Move In	\$20,000.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Pavilions 1 & 2	Event Day	\$180,000.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Veterans Memorial Coliseum	Event Day	\$90,000.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Exhibition Hall A	Event Day	\$38,250.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Mendota 1-8	Event Day	\$27,900.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Lake Rooms - All	Event Day	\$8,100.00
Jun 28, 2024	7:00am	Jul 6, 2024	11:59pm	Quann Park	Event Day	\$27,000.00
Total Booking Charges						\$210,000.00

Rental of Quann Park will also require a permit from the City of Madison Parks Department. Lessee is responsible to obtain this permit and must be presented to Alliant Energy Center prior to event ingress.

Alliant Energy Center will deliver client-purchased bedding packs to stalling aisles in Pavilions 1 and 2, and will deliver and install client-purchased bedding in the designated tie-out area in Quann Park. Alliant Energy Center will remove and dispose of all bedding from Pavilions 1 and 2 and Quann Park after the completion of the National Junior Angus Show

Not Included in Rental Price:

Crowd Managers, EMT's, Sheriff Staff, Ushers, and Booth Packages.

The Following items are included for use during the above dates and times:

Campus Wide:

3MB Wi-Fi (faster speeds and hardline drops available for purchase)
Parking waived for all attendees for duration of show
Tie-outs for 1800 cattle
Trailer parking

Pavilion 1 and 2:

Set once to the specifications of the show, provided 30 days in advance of ingress
Announcer platform and/or sale platform
Show office with standard set-up
20 barn tables and 50 chairs in each Pavilion 1 and Pavilion 2
Pavilion 1 showers
Building sound with one wired microphone per ring with DMX music
4 bleachers per ring
Manure storage & disposal
All utilities in Pavilion 1 and 2
1 Ring Drag per day between the hours of 7am and 3pm
Camping available for \$35 per night

Exhibition Hall A:

Space for meal functions

Meeting Rooms One time set up (Mendota 1-8 and Lakerooms):

Tables and chairs
One podium per room
Wired microphone per room
Room sound
Unattended coat racks
2 skirted tables for registration and/or head table per room



Included items continued:

Veterans Memorial Coliseum:

- Installation and removal of dirt ring
- Access to all Star, Team, Press, and Green Rooms
- House lights and sound
- Wired Microphones (up to four)
- Stage (with four (4) 8' tables, ten (10) chairs, and a podium)

Anything not explicitly stated as included within this Contract and Exhibit A is not included. Any and all additional equipment and or services requested will be invoiced post event at current rates.