

Res 427
Significant

Dane County Contract Cover Sheet

Dept./Division	AEC/ADMIN	Contract # <small>Admin will assign</small>	13896
Vendor Name	Alliant Energy Corp.	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	260	Type of Contract	
Brief Contract Title/Description	Naming rights agreement for Alliant Energy Center	<input checked="" type="checkbox"/>	Dane County Contract
Contract Term	10 years	<input type="checkbox"/>	Grant
Total Contract Amount	\$ 4,817,080	<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 type="checkbox"/>	Other

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

MUNIS Req.	Org Code	AECADMN	Obj Code	84084	Amount	\$ 371,500
Req #	n/a	AECADMN	Obj Code	20330	Amount	\$ 341,600
Year			Obj Code		Amount	\$


Resolution	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.		
	<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.	Res #	2019
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	427

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MB</i>	Received by DOA	1/2/20		
<i>de</i>	Controller		1/2/20	
<i>Ccy</i>	Purchasing	1/8/2020	1/8/2020	
<i>JJ</i>	Corporation Counsel	1/8/2020	1/8/2020	
<i>SA</i>	Risk Management	1/8/2020	1/8/2020	
	County Executive			

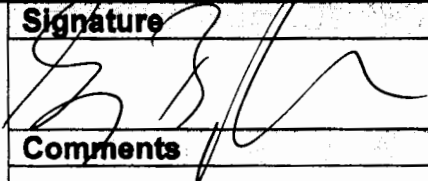
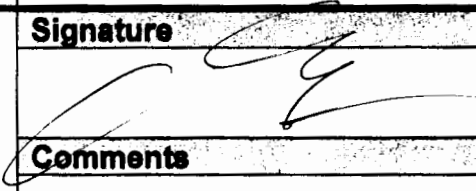
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Mark Clarke	Name	Aimee Davis
Phone #	(608) 267-3982	Phone #	1-800-255-4268
Email	clarke@alliantenergycenter.com	Email	AimeeDavis@alliantenergy.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	4902 North Biltmore Ln Madison, WI 53718

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. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1-2-20
	Printed Name	
	Mark Clarke	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		1-2-20
	Comments	
Corporation Counsel	Signature	Date
		1-8-2020
	Comments	

2019 RES-427

**APPROVING RENEWAL OF ALLIANT ENERGY
CENTER NAMING RIGHTS AGREEMENT**

In 2000, the county entered into an agreement with Alliant Energy granting Alliant Energy naming rights for what has become known as the Alliant Energy Center. The agreement provides for annual payments to the county in exchange for the naming rights of the facility. The initial agreement is set to expire on June 21, 2020.

The county and Alliant Energy have reached an agreement that would continue annual payments and naming rights for an additional ten year term. The new agreement provides payments in 2020-2029. The first year naming rights fee is \$440,000 and the fee increases by approximately 2% each year of the term.

In the event the county undertakes a material expansion of the Alliant Energy Center, the terms of the agreement will be re-opened so that the County and Alliant Energy can negotiate changes to the Agreement's terms and conditions..

THEREFORE BE IT RESOLVED that the naming rights agreement between Alliant Energy and Dane County be approved and that the County Executive and County Clerk are Authorized to execute the contract.

**ALLIANT ENERGY CENTER
NAMING RIGHTS AGREEMENT**

by and between

ALLIANT ENERGY CORPORATION

And

THE COUNTY OF DANE

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NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (this "Agreement") is entered into as of _____ (the "Effective Date"), by and between ALLIANT ENERGY CORPORATION, a corporation organized under the laws of the State of Wisconsin and authorized to do business in the State of Wisconsin ("Alliant") and THE COUNTY OF DANE, a municipal corporation of the State of Wisconsin (the "County"). Alliant and the County are referred to in this Agreement in the singular as a "Party" and in the plural as the "Parties".

RECITALS

A. The County owns and operates the Center (as defined below), a sports and entertainment complex located, as of the Effective Date, in the Town of Madison, Wisconsin, which includes 160 acres and appurtenant buildings.

B. Alliant is, and desires to remain, the title sponsor for the Center and to have the Center continue to be named in a manner that will cause the public to associate the Center with Alliant, and to acquire certain rights associated with the Center and its title sponsorship.

C. The County wishes to grant to Alliant certain naming rights, the right to use certain signage locations on the exterior and interior of the Center, and certain promotional rights and ancillary opportunities, all as described in this Agreement.

D. Alliant wishes to secure and utilize such rights granted by the County to Alliant pursuant to the terms, conditions, and covenants as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, capitalized terms shall have the meanings set forth in this Section 1 unless another meaning is stated elsewhere in this Agreement.

"Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a Party. The term "control" means the possession of the power to direct the management and policies of the person or entity, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning given it in the introductory paragraph.

"Alliant" has the meaning given it in the introductory paragraph.

"Alliant Brand Manager" means the representative identified by Alliant as responsible for approving size, design, and location of Signage on behalf of Alliant.

“Alliant Energy Center Logo” means the stylized version of the name of the Center, which may include accompanying derivative elements. As of the Effective Date, the Alliant Energy Center Logo has the following three-part design, consisting of the Alliant Logo, the logotype name “Alliant Energy Center” in the correct typeface, and the “flag” frame:



“Alliant Logo” means the following “star” commonly associated with Alliant, as set forth in the Alliant Usage Guide:



“Alliant Marks” means any of Alliant’s service marks, service names, trade names, trademarks, domain names, designs, and/or logos. For the avoidance of doubt, each of the Alliant Energy Center Logo and the Alliant Logo is an Alliant Mark.

“Alliant Usage Guide” means the trademark usage and branding guidelines attached as Schedule 9 to this Agreement, as the same may be updated or amended by Alliant from time to time in Alliant’s sole discretion to reflect changes to Alliant’s general third-party trademark usage and branding guidelines or trademark usage and branding guidelines generally applicable to Alliant facilities and venues.

“Applicable Law” means all applicable federal, state, and local laws, statutes, ordinances, regulations, and procedures, and all applicable orders, judgments, decisions, guidance, recommendations, rules, policies, or guidelines passed or issued by any regulatory authority or any competent court.

“Arena Building” means an exhibition facility located on the campus of the Center, with 22,000 square feet of exhibit space, and used to host small-staged entertainment performances, agricultural events, and consumer shows. As of the Effective Date, the functional space of the Arena Building consists of seating for 550 people across two sets of bleachers and 22,000 square feet of exhibit space that can accommodate up to 105 exhibit booths.

“Center” means the multi-building complex that comprises approximately 164 acres of greenspace located, as of the Effective Date, in the Town of Madison, Wisconsin, generally bordered on the north by E. Olin Avenue, on the east by John Nolen Drive and Rimrock Road, on the west by Rusk Avenue and Quann Park, and on the south by E. Rusk Road, that includes: (i) Exhibition Hall; (ii) Veterans Memorial Coliseum; (iii) New Holland Pavilions; (iv) Willow Island; (v) Arena Building; and (vi) Surface Parking.

“Center Director” means the County representative, currently known as the Alliant Energy Center Executive Director, or designee, responsible for granting permission, consent, approvals, rights, interpretations, and discretionary matters relating to this Agreement.

“Center Facility” means every component (i.e., part or element) of the Center from time to time during the Term. For the avoidance of doubt, each of the following is a Center Facility as of the Effective Date: (i) Exhibition Hall; (ii) Veterans Memorial Coliseum; (iii) New Holland Pavilions; (iv) Willow Island; (v) Arena Building; and (vi) Surface Parking.

“Center Name” has the meaning set forth in Section 2.1.

“Center Usage Statistics” has the meaning set forth in Section 5.2.

“Contract Year” has the meaning set forth in Section 7.1.

“County” has the meaning set forth in the introductory paragraph of this Agreement.

“Designated Category” has the meaning set forth in Section 3.1.

“Digital Media Outlets” has the meaning set forth in Section 4.2.

“Effective Date” has the meaning given it in the introductory paragraph.

“Exhibition Hall” means the exhibition facility located on the campus of the Center, with 255,000 square feet of exhibit space, and used to host conventions, trade shows, consumer shows, meetings, and conferences. As of the Effective Date, the functional space of the Exhibition Hall consists of a 100,000-square-foot column-free exhibit hall, a 75,000-square-foot loading dock, a lobby, and 14 breakout meeting rooms.

“Event” means any concert, conference, show, exhibition, meeting, convention, assembly, sporting event (exclusive of practices), presentation or performance that occurs at the Center. Each performance of a multi-performance Event (such as a circus or concert), and each day of a multi-day Event (such as an auto show) shall count as a separate Event.

“Force Majeure” means, with respect to any Party, an event or condition that is caused by facts and circumstances that are beyond the reasonable control of such Party, including the enactment, imposition, or modification of any Applicable Law, which occurs after the Effective Date and prohibits or materially impedes the performance of the obligations of either Party under this Agreement; confiscation or seizure by any governmental authority; the act or the failure to act of any governmental authority; compliance with any order or regulation of any governmental authority; war or war-like action (whether actual, pending, or expected and whether de jure or de facto); arrest or other restraint of government (civil or military); blockade or embargo; insurrection, civil disturbance, riot, or national emergency; epidemic or national health emergency; act of God, fire, landslide, lightning, earthquake, hurricane, storm, flood, drought, wash-out, or explosion; nuclear reaction or radiation or radioactive contamination; act of terrorism or sabotage; strike or other labor trouble; or failure of a utility provider. Notwithstanding the foregoing, an event or condition shall not be deemed a Force Majeure event

if the “governmental authority” which causes such event or condition or which enacts, imposes or modifies an Applicable Law is the County.

“Indemnified Liabilities” means: (a) any settlement amounts; or (b) damages, liabilities, expenses, fees, fines, penalties, assessments, or costs in a final decision awarded against any of the Indemnified Parties by a court of competent jurisdiction or any regulatory authority, in either case in connection with any indemnified claims, and any damages, liabilities, expenses, or costs incurred by any of the Indemnified Parties in connection with such indemnified claims, including reasonable attorneys’ fees.

“Material Expansion” has the meaning set forth in Section 8.6.1.

“Naming Rights Fee” has the meaning set forth in Section 8.1.

“New Holland Pavilions” means the multi-use indoor facilities located on the campus of the Center, with 7,900 square feet of pre-function area for banquets and receptions and 290,000 square feet of space for agricultural shows, flat shows, and trade shows. As of the Effective Date, the functional space of the New Holland Pavilions consists of (i) New Holland Pavilion #1, with 7,900 square feet of pre-function area for banquets and receptions and 90,000 square feet of heated space, and (ii) New Holland Pavilion #2, a 200,000 square foot indoor pavilion.

“Occupancy Agreement” means the leases, licenses or other agreements relating to occupancy at the Center.

“Parties” and “Party” has the meaning given it in the introductory paragraph.

“Permitted Transfer” has the meaning set forth in Section 14.3.

“Permitted Transferee” has the meaning set forth in Section 14.3.

“Records” has the meaning set forth in Section 10.1(d).

“Reopener Notice” has the meaning set forth in Section 8.6.1.

“Signage” has the meaning set forth in Section 4.1.

“Surface Parking” means the surface parking lots at the Center. As of the Effective Date, the functional space of the Surface Parking consists of 5,700 parking stalls covering approximately 40 acres used for vehicle parking and as outdoor exhibition and event space.

“Term” has the meaning set forth in Section 7.1.

“Transfer” has the meaning set forth in Section 14.1.

“Veterans Memorial Coliseum” means the multi-purpose arena located on the campus of the Center that opened in 1967 and is used for concerts, family shows, sporting events, consumer shows, conventions and assemblies. As of the Effective Date, the functional space at Veterans

Memorial Coliseum has 8,200 fixed seats (with a maximum capacity of 10,231 persons), eight suites, two concourse levels, two loading docks, a lower bowl, and up to 75,000 square feet of flexible function space, allowing for the setup of approximately 360 exhibit booths.

“Website” has the meaning set forth in Section 4.2.

“Willow Island” means the outdoor event venue located on the campus of the Center for festivals, outdoor music concerts, and corporate gatherings. As of the Effective Date, the functional space at Willows Island has 29 acres of natural green space and a 6-acre isthmus encircled by two ponds.

2. NAMING RIGHTS

Subject to the terms and conditions of this Agreement, the County hereby grants to Alliant, and Alliant hereby accepts from the County, the exclusive right, subject to Sections 2.1 and 2.2, to designate the formal name of the Center.

2.1 Initial Designation. Alliant designates the formal name of the Center to remain the “Alliant Energy Center” (the “Center Name”) and the County hereby approves such designation.

2.2 Future Designation. Alliant shall have the right to change the Center Name, subject to the following:

(a) The new Center name shall pertain solely to Alliant or Alliant’s primary business of energy generation, delivery and energy-related services.

(b) The new Center name shall be subject to the prior written approval of the County, which approval shall not be unreasonably withheld. Acceptable reasons for the County’s disapproval of a proposed new Center name include, without limitation, the County’s reasonable belief that use of such new Center name would violate the terms of any sponsorship, advertising, marketing or other agreement to which the County is a party or by which the County otherwise is bound as of the date upon which a Center name change is requested.

(c) If Alliant desires to change the Center Name, Alliant shall deliver a written notice to the Center Director stating Alliant’s request for a name change and designating the proposed new Center name. The Center Director shall notify Alliant, in writing, of the approval or disapproval of the proposed new Center name within 90 days after receipt of the written request. If the County approves such proposed new Center name, the name change of the Center shall become effective 180 days after the Center Director notifies Alliant of such approval. Upon the effectiveness of a name change of the Center, the County and Alliant shall have the same rights and obligations with respect to the new Center name as they had with respect to the Center Name.

(d) If a new Center name is approved by the County, Alliant shall be solely liable for and shall pay, upon demand by the County, all reasonable costs and expenses associated with such name change, including, without limitation, costs of (1) removing,

disposing of, fabricating and replacing Signage, (2) redesigning and replacing business cards, pamphlets, brochures, maps, letterhead, documents, uniforms and all other materials, supplies and items that refer to the Center Name, and (3) replacing signs that include the Center Name, including signs maintained by the State of Wisconsin, the City of Madison, Madison Metro Transit, and the County; *provided, however*, that Alliant shall have the right to approve specific costs and expenses prior to being incurred, such approval not to be unreasonably withheld.

2.3 Public References to the Center. During the Term, the County shall

(a) refer to and identify the Center by the proper Center Name and refer to each Center Facility as the “(Name of Structure, Roadway or Area) at the Alliant Energy Center” on its letterhead and business cards, in all announcements and advertisements relating to the Center and Events at the Center, on the face of all tickets issued for Events at the Center (provided that the Center Name may be shortened, if necessary, on the face of tickets due to space restrictions), on all signs identifying the Center erected or placed on the Center grounds and within the Veterans Memorial Coliseum (including a project construction sign posted on-site during the Veterans Memorial Coliseum renovation), and at all other times that the County controls the public usage of the Center Name;

(b) require all persons and entities that contract for the use of the Center or any Center Facility (including, without limitation, any Center Facility built or newly designated during the Term, whether or not directly owned by the County) for any purpose to refer to and identify the Center by the proper Center Name and refer to each Center Facility as the “(Name of Structure, Roadway or Area) at the Alliant Energy Center” in all promotional, advertising, and other material disseminated to the public by or on their behalf, and to incorporate the Center Name on the face of all tickets issued for any Event at the Center (provided that the Center Name may be shortened, if necessary, on the face of tickets due to space restrictions); and

(c) use its best efforts to cause all public entities, media, broadcasters, and other third parties, including news outlets, web, radio and television broadcasters, service providers, advertisers, promoters, and sponsors, to (a) identify the Center by the Center Name and to any Center Facility as the “(Name of Structure, Roadway or Area) at the Alliant Energy Center” in all public written and oral references to the Center or any Center Facility with respect to any Event at the Concert; and (b) identify the Center by the Center Name and to any Center Component as the “(Name of Structure, Roadway or Area) at the Alliant Energy Center”.

2.4 Center Facilities

2.4.1 Rights of Alliant to Name Center Facilities. Except as provided in Section 2.3, the naming rights granted to Alliant by the County pursuant to this Section 2 does not grant Alliant any automatic right to designate the formal name of any Center Facility. Notwithstanding the foregoing, if the County receives any offer for the purchase of naming rights to a Center Facility, the County shall, prior to acceptance of such offer,

notify Alliant of the offer in writing and allow Alliant fourteen (14) days from the time of such notification to meet or better the offer.

2.4.2 Rights of the County to Market and Sell Advertising, Event Sponsorships and Naming Rights to and in Any Center Facility. Subject to Section 2.4.1, the County retains the right to market and sell advertising, event sponsorships and naming rights to and in any Center Facility, provided that:

(a) the County shall take all reasonable precautions to utilize the name of the purchaser of naming rights to any Center Facility in such a fashion as to not impair the public's perception of Alliant's predominant position at the Center or name such Center Facility in such a way as to render the Alliant Energy name not likely to be used on account of length or complexity;

(b) the County shall not grant any naming rights to any Center Facility to any person or entity whose primary business is selling goods and/or services within the Designated Category;

(c) Alliant shall have the right to review and approve any proposed name of any Center Facility, which approval shall not be unreasonably withheld;

(d) the purchaser of naming rights to any Center Facility shall not receive more favorable terms relating to suite rights, tickets, passes or other rights than Alliant under the provisions of Schedule 6.1; and

(e) the County shall use the greater of (1) 2.5% of the total of any revenue derived by the County through the sale of naming rights to any Center Facility or (2) \$75,000 for a jointly-developed advertising campaign to promote the Center and the newly-named Center Facility and its relationship to the Center.

2.5 Rights in Alliant's Name. The County is not acquiring any intellectual rights in Alliant's business name other than the right to use such name for the purposes required and/or authorized by this Agreement.

3. CATEGORY EXCLUSIVITY

3.1 Definition. Alliant will be accorded Category Exclusivity for the category of goods and/or services listed on Schedule 3.1 to this Agreement (the "Designated Category"). Category Exclusivity means that the County will not procure any other sponsor, for Center Events, whose primary business is selling goods and/or services within the Designated Category.

3.2 Exclusive Rights. Alliant shall have the exclusive right granted by the County to advertise goods and/or services within the Designated Category in all signage, promotion, branding, advertising, and marketing during Events at the Center or any Center Facility and in connection with all other signage, promotion, branding, advertising, and marketing relating to the Center or any Center Facility.

4. ADVERTISING RIGHTS

4.1 Signage

4.1.1 Installation, Modification, and Maintenance of Signage. The County shall install, modify, and maintain, at no additional expense to Alliant, the signage identified in Schedule 4.1 (the “Signage”). The Signage shall be modified as specified in Schedule 4.1 and shall at all times be maintained in working order and appearance which is acceptable by industry standards. Alliant shall also have the right, at its sole expense, to have the County install signage in addition to the signage identified in Schedule 4.1 as Alliant may elect from time to time in its sole discretion, subject to the requirements of Sections 4.1.2, 4.1.3, and 4.1.4. The County shall consult with the Alliant Brand Manager regarding design, location and size of all Signage relating to new Center Facilities.

4.1.2 Content and Design of Signage. The content and design of Signage, including but not limited to the size, color, and location, shall be subject the following:

- (a) express written consent by the Center Director, which consent shall not be unreasonably withheld or delayed;
- (b) the requirements of (and any required approval by) any governmental authority having jurisdiction over the same other than Center, including but not limited to other County officials; and
- (c) with respect to Signage on sports and performance surfaces, approval by the Event presenter, the owner of the surface or, if applicable, the sports league, association, or organization governing the particular sport involved and the playing surface on which such sport is played (e.g., no name or logo will be displayed on the ice surface if an Event presenter requires white ice).

No changes in the content or design of Signage shall be permitted without the express written consent of both the Alliant Brand Manager and the Center Director, which consents shall not be unreasonably withheld or delayed. A change in Signage shall be deemed approved if the Alliant Brand Manager does not provide reasonable objections to such changes within 30 days after receipt of the proposed change.

4.1.3 Ownership of Signage. The initial Signage shall be and shall remain the sole and exclusive property of the County, and Alliant shall not have or assert any ownership interest in such Signage other than its intellectual property rights and the advertising signage rights granted by this Agreement. Any replacement Signage installed pursuant to Section 2.2(d) shall be the sole and exclusive property of Alliant, and Alliant will arrange for the disposal of any replacement Signage when such Signage is removed at the termination of this Agreement.

4.1.4 Signage Rights. The Signage will remain visible during all Events. No advertising or structures shall be permitted to obstruct the view of the Signage and no one, including the media, shall be permitted to drape or otherwise obscure the view of the Signage at any time or for any reason during Events, except that Alliant is permitted to cover the Signage during any Event at its own discretion and expense. The Center and any Center Facility may contain signage other than that of Alliant; *provided, however*, that no permanent or temporary signage that advertises other goods and/or services within the Designated Category will be allowed within the Center or any Center Facility during the Term.

4.2 Digital Media Outlets The County will register and establish such “official” Center social channels as the County determines to register and establish, which shall include at a minimum (i) the domain name <http://www.alliantenergycenter.com> (the “Website”), and (ii) a Facebook page (<http://www.facebook.com/alliantenergycenter/>), an Instagram account (<http://www.instagram.com/alliantenergycenter/>), a Twitter account (<http://twitter.com/AlliantECenter>), and any other social media outlets which are currently, or which may become, relevant during the Term, for the promotion of the Center (collectively, “**Digital Media Outlets**”), for so long during the Term as such platforms remain relevant, and will develop and maintain the content for the Website and the Digital Media Outlets, if any, and such content shall be in accordance with the provisions of this Agreement. In addition, the County shall cause the Center Name to be displayed on the Website and the Digital Media Outlets, if any. The County reserves the right, in its sole discretion, to make any changes to or discontinue use of the Website and/or any Digital Media Outlets, subject to the terms of this Agreement. Upon termination or expiration of this Agreement, all domain names, social media handles, and other Digital Media Outlets to the extent comprised of or containing the Alliant Marks, which are operated and/or controlled by the County, shall be transferred over to Alliant’s control or, at the request of Alliant, abandoned or discontinued.

5. MAINTENANCE, MANAGEMENT, OPERATION, SAFETY, AND SECURITY OF THE CENTER

The Parties recognize that the maintenance, management, operation, safety and security of the Center will reflect on the reputations of both Parties, as well as affect the enjoyment and usage of the Center by the public.

5.1 County Responsibility. The County shall maintain, manage, operate, and provide safety and security services to the Center: (i) utilizing the effort, care, and skill generally expected of owners of public space projects comparable in size, use, quality, location, and value to the Center; (ii) employing sound management practices and taking such steps as are necessary or appropriate to maintain and enhance the value and sustainability of the Center; and (iii) in compliance with all Applicable Laws, the Occupancy Agreements, and any operating or service agreements between the County and service providers at the Center.

5.2 Center Usage Statistics. The County shall provide to Alliant such documents relating to the operation and usage of the Center as Alliant may reasonably request from time to time, to the extent such documents are not privileged and confidential, and provided that the

County has such documents generally available to them in the course of the regular operation of the Center (collectively, the “Center Usage Statistics”).

5.3 Status Reviews. From time to time during the Term, upon Alliant’s request, the representatives of Alliant (including, but not limited to, the Alliant Brand Manager) and representatives of the County (including, but not limited to, the Center Director) shall (i) discuss and review each Party’s performance of its obligations under this Agreement, (ii) work together in good faith to identify opportunities to maximize the benefits and value of this Agreement to the Parties, including, for example, the identification of mutually beneficial activities that could be conducted at the Center and the installation of additional Signage at the Center, and (iii) review ways to improve the administration and operation of this Agreement.

5.4 No Alliant Responsibility. Alliant shall have no responsibility whatsoever for the safety, security, and maintenance of the Center or any activities or measures to be taken in connection with the Center or the results obtained by implementing any such measures.

6. ADDITIONAL SPONSORSHIP BENEFITS

6.1 Reservation of Suite, Ticket Rights, and Alliant Sponsored Events. Alliant shall have the right to reserve a suite, obtain tickets, sponsor events, and receive additional sponsorship benefits, all as identified in Schedule 6.1 attached to this Agreement.

7. TERM AND RIGHT OF FIRST REFUSAL

7.1 Term. This Agreement shall be effective and binding on the Parties as of the Effective Date, but the term of this Agreement shall commence on July 1, 2020 (the “Commencement Date”) and shall continue in force until June 30, 2030 unless terminated sooner in accordance with the terms and conditions of this Agreement (the “Term”). For purposes of this Agreement, a contract year shall be from July 1 through June 30 (a “Contract Year”).

7.2 Right of First Refusal. Alliant shall have the right of first refusal to purchase the rights granted under this Agreement for an additional period of ten (10) years from and after the expiration of the Term. The County shall propose to Alliant, in writing, the County’s proposed terms and conditions for such rights at least 90 days but not more than 360 days prior to the expiration of the Term. Alliant shall have 30 days after receipt of the County’s written proposal within which to exercise its right of first refusal. If Alliant does not exercise its right of first refusal within such time, the County may contract with any third party with respect to any or all of such rights., Notwithstanding any other provision hereof, in the event this Agreement is terminated by either party in accordance with Section 12 of this Agreement, the right of first refusal granted hereunder shall be null and void.

8. NAMING RIGHTS FEE

8.1 Naming Rights Fee. During the Term, Alliant shall pay to the County a fee for the Naming Rights (the “Naming Rights Fee”) for each Contract Year as follows:

<u>Contract Year</u>	<u>Naming Rights Fee</u>
July 1, 2020 - June 30, 2021	\$440,000
July 1, 2021 - June 30, 2022	\$448,000
July 1, 2022 - June 30, 2023	\$457,776
July 1, 2023 - June 30, 2024	\$466,932
July 1, 2024 - June 30, 2025	\$476,271
July 1, 2025 - June 30, 2026	\$485,796
July 1, 2026 - June 30, 2027	\$495,512
July 1, 2027 - June 30, 2028	\$505,422
July 1, 2028 - June 30, 2029	\$515,530
July 1, 2029 - June 30, 2030	\$525,841

8.2 County Invoices. The County shall submit an invoice of the Naming Rights Fee for a Contract Year to Alliant no later than 60 days in advance of the beginning of such Contract Year. Except for the obligation to pay interest on delinquent payments, any County failure to timely provide an invoice shall not relieve Alliant of the obligation to make payments as set forth in this Agreement.

8.3 Payment of Naming Rights Fee. The annual Naming Rights Fee for a Contract Year specified in a County invoice submitted pursuant to Section 8.2 shall be due and payable on the first day (i.e., July 1) of each Contract Year. Alliant shall pay the annual Naming Rights Fee on the date when due by wire transfer to the County based on wiring instructions which have been delivered to Alliant by the County or the Center Director. The County may change the foregoing payment instructions by written notice to Alliant, given not less than 30 days prior to the date on which the next payment is due. Alliant may rely on such instructions until it receives notice of change.

8.4 Taxes. All Naming Rights Fees and other amounts payable to the County under this Agreement are inclusive of applicable sales and use taxes and similar charges lawfully assessed or charged on the transactions under this Agreement.

8.5 Interest on Late Payments. If any installment of a Naming Rights Fee is not received on or before the applicable payment due date, the County may elect to charge Alliant interest at the lower of (i) the rate of eight percent (8%) per annum or (ii) the maximum rate allowed by Applicable Law. If such payment is not made prior to the expiration of the notice and cure period set forth in Section 12.1(b), such interest shall be calculated from the applicable payment due date until such installment is paid in full. Alliant acknowledges and agrees that any such election does not waive any other remedy available to the County under this Agreement or otherwise at law or in equity.

8.6 Naming Rights Fee Reopener.

8.6.1 Reopener Upon Plans for a Material Expansion. Each of the Parties acknowledges that, during the Term, the County is likely to expand the Center or any part thereof. If the County appropriates funds in its budget for the expansion of the Center (or any part thereof) to increase the size of the Center by 40,000 square feet or more (a "Material Expansion"), then the County shall have the option to require the Parties to negotiate in good faith modifications to the terms and conditions of this Agreement, including, but not limited to, the Naming Rights Fees, to reflect the Material Expansion.

8.6.2 Reopener Notice. If the County wishes to exercise its reopener rights under Section 8.6.1, it shall provide written notice to Alliant not less than one (1) month after the date that the County approves its annual budget that includes funding for a Material Expansion (the "Reopener Notice"). If the County fails to provide written notice of its intent to exercise such reopener rights by the date one (1) month after the date that the County approves its annual budget that includes funding for a Material Expansion, then the County shall be deemed to have elected not to exercise such reopener rights for the then-current Material Expansion.

8.6.3 Reopener Terms Negotiation Process. If the County notifies Alliant of the County's intent to exercise its reopener rights pursuant to Section 8.6.1, then, commencing within ten (10) Business Days of the receipt by Alliant of the notice provided by the County pursuant to Section 8.6.1, the Parties shall meet and, acting in good faith, endeavor to agree upon the details of how the County's exercise of its reopener rights will affect the remaining terms and conditions of this Agreement, including, but not limited to, the Naming Rights Fees. The Parties shall conclude all details of such negotiations within six (6) months of the date of receipt of the Reopener Notice by Alliant and embody the terms of their agreement in an amendment to this Agreement.

9. ALLIANT MARKS

The County shall not, by this Agreement, obtain any right, title or interest in any of the Alliant Marks. This Agreement shall not give the County the right to use, refer to, or incorporate in marketing or other materials, the name (other than the Center Name), logos (other than the Alliant Energy Center Logo), trademarks or copyrights of Alliant in any manner except as authorized by Alliant for incorporation into advertising copy; *provided, however*, that the County may use the indicia of Alliant's identity, including Alliant's name, the Alliant Logo, and the Alliant Energy Center Logo, in the County's marketing materials and media and for the purposes set forth in Section 2. All use by the County of Alliant's name, the Alliant Logo, and the Alliant Energy Center Logo must (a) conform to the Alliant Usage Guide attached as Schedule 9 of this Agreement and (b) be approved by the Alliant Brand Manager prior to use. The County may not transfer or assign its right to use Alliant Marks or other intellectual property of Alliant under this Section 9 separate from this Agreement. The County's right under this Section 9 to use Alliant Marks or other intellectual property of Alliant shall terminate upon expiration or termination of this Agreement.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS

10.1 Representations, Warranties, and Covenants of the County. The County represents, warrants and covenants to Alliant as follows:

- (a) the County has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms;
- (b) this Agreement, when executed and delivered by the County, will be its legal, valid and binding obligation enforceable against the County in accordance with its terms, except to the extent that enforcement of this Agreement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally;
- (c) the execution and delivery of this Agreement, and the performance by the County of its obligations under this Agreement, do not and will not violate or cause a breach of any other agreements or obligations to which the County is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection with this Agreement, except as may be required in connection with obtaining certain building permits;
- (d) during the Term and for a period of at least six years thereafter, the County shall maintain such books and records (collectively, the "Records") as are necessary to substantiate that all invoices and other charges submitted to Alliant for payment under were valid and proper, and Alliant and/or its representative shall have the right at any time during normal business hours, upon reasonable notice, to examine said Records; and
- (e) each of the foregoing representations, warranties and covenants shall be true at all times during the Term.

The County acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by Alliant, notwithstanding any investigation made by Alliant.

10.2 Representations, Warranties, and Covenants of Alliant. Alliant represents, warrants and covenants to the County as follows:

- (a) Alliant has the right and legal authority to enter into and fully perform this Agreement in accordance with its terms;
- (b) This Agreement, when executed and delivered by Alliant, will be its legal, valid and binding obligation enforceable against Alliant in accordance with its terms, except to the extent that enforcement of this Agreement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally;
- (c) The execution and delivery of this Agreement, and the performance by Alliant of its obligations under this Agreement, do not and will not violate or cause a breach of any other agreements or obligations to which Alliant is a party or by which it is

bound, and no approval or other action by any governmental authority or agency is required in connection with this Agreement;

(d) Alliant has entered into this Agreement solely for the purchase of the naming and advertising rights as described in this Agreement and for no other purpose; and

(e) each of the foregoing representations, warranties and covenants shall be true at all times during the Term.

Alliant acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by the County, notwithstanding any investigation made by the County.

11. INDEMNIFICATION

11.1 Indemnity Obligation of the County. Subject to the limitations in Section Error! Reference source not found., the County shall defend, indemnify and hold Alliant, its officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including but not limited to reasonable attorney costs and fees at trial and on appeal and governmental fines and penalties, for injury to, including death of, persons or any loss of or damage to property, or any liens placed by contractors related to any services provided for the Center, or a material breach of the County's warranties, covenants and representations under this Agreement, arising from the negligence or intentional misconduct of the County or its officers, employees or agents, except to the extent that such claims, suits, liabilities, costs and expenses arise from the negligence of the indemnified parties.

11.2 Indemnity Obligation of Alliant. Subject to the limitations in Section Error! Reference source not found., Alliant shall defend, indemnify and hold the County and its officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including but not limited to reasonable attorney costs and fees at trial and on appeal and governmental fines and penalties, for injury to, including death of, persons or any loss of or damage to property, or any liens placed by contractors related to any services provided for the Center, or a material breach of Alliant's warranties, covenants and representations under this Agreement arising from (i) the content of any advertising copy supplied by Alliant pursuant to this Agreement, (ii) the use by Alliant or its guests of any additional benefits listed in Schedule 6.1, (iii) any material breach by Alliant of any covenant, representation or warranty made by Alliant in this Agreement, or (iv) the negligence or intentional misconduct of Alliant or its officers, employees or agents, except to the extent that such claims, suits, liabilities, costs and expenses arise from the negligence of the indemnified party.

11.3 Indemnification Procedures. The County shall give Alliant prompt notice of any claim coming within the purview of the indemnities set forth in Section 11.1, and Alliant shall give the County prompt notice of any claim coming within the purview of the indemnities set forth in Section 11.2. Upon the written request of an indemnitee; the indemnitor will assume the defense of any claim against such indemnitee and will permit the indemnitee, at its expense, to participate in the defense of any claim against such indemnitee. Termination of this Agreement

shall not affect the continuing obligations of each of the Parties as indemnitors under this Agreement.

12. TERMINATION

12.1 Right of Termination. The County and Alliant shall each have the right, but not the obligation, to terminate this Agreement upon 30 days' prior written notice, without further liability, except as otherwise provided by this Section 12, if any of the following shall occur:

(a) Damage to or destruction of the Center if the Center is closed for twelve (12) months or longer; *provided, however*, that if the Center is closed for fewer than twelve (12) months, the refund provisions of Section 12.2 shall apply. If the Center is damaged or destroyed and this Agreement is not terminated under this Section 12.1(a), Alliant shall continue to pay Naming Rights Fees for the time during which the Center is closed due to its damage or destruction, but shall be refunded the Naming Rights Fees based on the number of Events missed due to the Center's damage or destruction as provided in Section 12.2.

(b) Either Party defaults in the performance of its material obligations under this Agreement and the defaulting Party fails to correct such breach within 45 days after written notice of such breach by the non-defaulting Party.

(c) If any of the material representations or warranties made by the other Party in this Agreement shall be untrue or inaccurate in any material respect.

(d) If a reasonable basis exists for believing that any provision of this Agreement materially violates any Applicable Law, then the Parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Applicable Law; *provided, however*, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the Parties. Without limiting the generality of the foregoing, the parties expressly agree that Alliant's right under this Agreement to advertise the goods and/or services within the Designated Category or its name on the Signage as provided in this Agreement is an essential purpose of the Agreement, and that other than as specifically provided in this Agreement, any material limitation, restriction or other modification of such right would constitute a failure of such purpose, unless otherwise permitted or authorized by Alliant.

12.2 Refund. If (a) this Agreement is terminated by Alliant under Section 12.1, (b) this Agreement is terminated by the County other than pursuant to Sections 12.1(b) or (c), or (c) the Center is closed as provided in Sections 12.1(a), then Alliant shall be entitled to a pro rata refund of any Naming Rights Fees made for the relevant Contract Year under this Agreement. Any such refund shall be made based upon the following formula:

$$\text{Refund} = \frac{(125 - A)}{125} \times \text{Naming Rights Fee}$$

Where

A = the number of Events that occurred during the relevant Contract Year prior to (1) termination of the Agreement (for purposes of Section 12.2(a) and (b)) or (2) the period for during which the Center is closed due to damage or destruction (for purposes of Section 12.2(c)).

For purposes of example only, if Alliant has paid Naming Rights Fees of \$500,000 for a Contract Year and the Agreement is terminated or Center is closed after 75 Events have occurred during the such Contract Year, then the County will return \$200,000 to Alliant under this Section 12.2:

$$\$200,000 = \frac{(125 - 75)}{125} \times \$500,000$$

Any refund owed to Alliant under Section 12.2(c) shall be credited to future Naming Rights Fees owed by Alliant they become due. Any such refund remaining at the end of the Term shall be paid to Alliant in cash following the expiration of the Term when Alliant has fully performed all of its obligations under this Agreement.

13. REMEDIES

13.1 Generally. If either Party fails to fully comply with any of its obligations under this Agreement, the other Party shall be entitled to all remedies set forth in this Agreement, and all remedies otherwise available at law or in equity, except as otherwise provided in this Agreement.

13.2 Limitation on Damages. Neither Party shall be liable to the other for any special, incidental or consequential damages arising out of or in connection with this Agreement, the performance of this Agreement, or the use by Alliant or its guests of any additional benefit listed in Schedule 6.1. Any liability of the County or Alliant under this Agreement or arising from the use by Alliant or its guests of any additional benefit listed in Schedule 6.1 shall be limited to not more than \$1,000,000 for each claim.

14. TRANSFERS

14.1 Transfers by Alliant. Except in connection with a Permitted Transfer, Alliant shall not assign, transfer, or encumber any of its interests in or rights under this Agreement (collectively or individually, a “Transfer”) without the prior written consent of the County (which may be given or withheld in its sole discretion). Except in connection with a Permitted Transfer, if Alliant wishes to make a Transfer, Alliant shall provide the County with a fully-executed copy of the proposed Transfer documentation and such information regarding the transferee as the County may reasonably request. Within 30 days after receipt of the required

information and documentation, the County shall either: (i) consent to the Transfer by execution of a consent agreement in a form reasonably acceptable to the County and Alliant; or (ii) refuse to consent to the Transfer, in its sole discretion; provided that if the County does not respond, then the Transfer shall be deemed to be denied by the County. Alliant shall pay the County the reasonable costs (including reasonable attorneys' fees) incurred by the County in connection with any proposed Transfer, including the review of such proposed Transfer and the preparation and negotiation of any consent documentation the County requires related to such proposed. If such Transfer occurs prior to the time in which the County gives its consent or refusal, the fact that the Transfer occurred shall not be a waiver of the County's right to declare such Transfer to be a default of Alliant under this Agreement or the County's right to avail itself of any rights or remedies available to it under this Agreement or under Applicable Law.

14.2 Transfers by the County. The County may make a Transfer, without the prior consent of Alliant, to any person in connection with a sale or transfer of the Center, provided that the County must give Alliant written notice of such Transfer not more than 30 days following the effective date of such Transfer, which notice shall include information and documentation reasonably evidencing the Transfer. In connection with any such Transfer, the County shall require the transferee to be bound by all the terms, conditions, and covenants of, and assume all of the obligations of the County under, this Agreement from and after the date of such Transfer. Effective as of the date of such Transfer, the County shall be relieved of any further obligations under this Agreement, except that unless the transferee agrees to be liable for any obligations arising prior to the date of such Transfer, the County shall continue to be liable for such obligations.

14.3 Permitted Transfers. Notwithstanding Section 14.1, Alliant may Transfer this Agreement to an Affiliate or to a successor to Alliant by merger, consolidation, or the purchase of substantially all of Alliant's assets or equity interests (each, a "Permitted Transfer", and any transferee of a Permitted Transfer, a "Permitted Transferee") without the consent of the County, only so long as (a) the Permitted Transferee assumes in writing for the benefit of the County all obligations with respect to the rights assigned or transferred to such Permitted Transferee under this Agreement pursuant to an instrument reasonably satisfactory to the County, and (b) unless the Permitted Transferee is creditworthy, in the County's reasonable determination, at the time of such Transfer, such Transfer shall not relieve Alliant of any of its obligations under this Agreement, and further provided that Alliant must give the County written notice of such Permitted Transfer not more than 10 Business Days following the effective date of such Permitted Transfer. Alliant's notice to the County shall include information and documentation reasonably evidencing the Permitted Transfer. Alliant shall pay the County the actual costs (including reasonable attorneys' fees) incurred by the County in connection with its review of any Permitted Transfer.

14.4 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties' permitted successors and assigns.

15. MISCELLANEOUS

15.1 Notices. Except as otherwise expressly provided in this Agreement, notices, approvals, consents, or other communications under this Agreement shall be in writing and shall

be sent to the addresses set forth in this Agreement by: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) a nationally-recognized private express courier; or (iv) electronic delivery. Notices shall be effective upon receipt; provided, however, that in the event a notice is mailed, it shall be deemed to have been received on the third (3rd) Business Day after mailing. The Parties may change the address to which notices are to be sent by written notice in accordance with the terms of this paragraph.

Notice to the County:

Alliant Energy Center Executive Director
Alliant Energy Center
The County of Dane
1919 Alliant Energy Center Way
Madison, WI 53713
Email: _____

Notice to Alliant:

Alliant Energy Corporation
Attn: Vice President Communications and Marketing
4902 North Biltmore Lane
Madison, WI 53718
Email: AimeeDavis@alliantenergy.com

with copies to:

Alliant Energy Corporation
Attn: Manager Community Affairs
4902 North Biltmore Lane
Madison, WI 53718
Email: JulieBauer@alliantenergy.com

15.2 Governing Law. This Agreement is made in and is to be performed in the State of Wisconsin and, for all purposes, the terms of this Agreement shall be governed by the laws of said state without reference to conflicts of law principles. For purposes of any suit arising out of or related to the County's obligations regarding the Alliant Marks under this Agreement, the County hereby expressly and unequivocally consents to the application of the Lanham (Trademark) Act (15 U.S.C. § 1051 *et seq.*). The Parties hereby expressly waive any right to object and specifically consent to the jurisdiction of the federal and state courts sitting within Madison, Wisconsin. Venue for any action or proceeding commenced by or against a Party arising in connection with this Agreement shall be in the federal or state courts sitting in Madison, Wisconsin. To the extent any such suit is brought in a court in Madison, Wisconsin, each Party hereby waives any and all objections to such venue, including any such objection based on forum non conveniens.

15.3 Waiver of Jury Trial. Each Party hereby knowingly and voluntarily waives any rights to a trial by jury in any action, proceeding, or counterclaim brought by either Party against

the other Party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Agreement or any document or instrument delivered in connection with this Agreement or the relationship of the Parties under this Agreement.

15.4 Integrated Agreement; Amendment. This Agreement is the final, complete, and exclusive statement and expression of the agreement among the Parties with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted, or supplemented by evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This Agreement may only be amended by a written agreement signed by the Parties and specifically referring to this Agreement.

15.5 Invalidity. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and a provision similar in legal effect that is not invalid or illegal shall be substituted in order to most closely give effect to the Parties' intended agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

15.6 Captions. The captions contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction, or scope of the provisions captioned.

15.7 Sophistication of Parties. The language of this Agreement shall be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party. Each Party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that this Agreement has been prepared jointly by the Parties and has been the subject of arms' length and careful negotiation, that each Party has been given the opportunity independently to review this Agreement with legal counsel, and that each Party enters into this Agreement with full knowledge of the terms of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it and, instead, other rules of interpretation and construction shall be utilized.

15.8 Exhibits and Schedules. Exhibits and schedules referred to in this Agreement are by such reference incorporated in this Agreement as if set forth in full and are made a part of this Agreement.

15.9 Relationship of the Parties. Alliant, on the one hand, and the County, on the other hand, are independent contractors, and nothing contained in this Agreement will be construed as establishing an employer-employee or other agency relationship, partnership, or joint venture between them.

15.10 No Waiver. No rights of a Party or obligations owed to a Party under this Agreement shall be waived except in a writing signed by such Party. No delay of or omission in the exercise of any right, power, or remedy accruing to any Party under this Agreement shall

impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy.

15.11 Interpretation. Unless explicitly stated otherwise, the use in this Agreement of the word “including” (or words of similar import) shall not be construed to limit or narrow the scope of the general term or statement it accompanies.

15.12 Business Days. If action is required to be taken or notice is required to be given under this Agreement on a day other than a Business Day, such action shall be taken or such notice shall be given on the next succeeding Business Day.

15.13 Signatures in Counterpart. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

15.14 No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights upon any person other than the Parties.

15.15 Further Assurances. Each of the Parties shall execute, acknowledge, and deliver, without additional consideration, such further assurances, instruments, and documents, and shall take such further actions, as the other Party shall reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

15.16 Time is of the Essence. With regard to all dates, deadlines, and time periods set forth or referred to in this Agreement, time is of the essence.


15.17 Expenses. Each Party shall bear its own expenses in connection with this Agreement and (except as set forth in this Agreement) the transactions contemplated hereby.

15.18 Cooperation. The Parties will work together and cooperate in good faith to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its duly authorized representative(s) sign his/her/their name(s) in the respective spaces provided below:

ALLIANT ENERGY CORPORATION

THE COUNTY OF DANE

By: 

James Gallegos
Senior Vice President and General
Counsel

By: _____
[Name]
[Title]

Date: _____

Date: _____

Schedule 3.1
Designated Category

The Designated Category will include the goods and/or services listed below.

1. electric power generation, transmission and distribution;
2. natural gas transmission and distribution;
3. space condition, including heating, cooling and lighting; and
4. energy services operations and maintenance.

Schedule 4.1
Signage

A. General. All modification of signage required under the Agreement and this Schedule 4.1 shall be of a similar style, appearance and quality of materials as the existing signage at the Center.

B. Electronic Display Sign. The kiosk display sign located at the corner of John Nolen Drive and Rimrock Road shall be modified to display the Alliant Energy Center Logo in size and location similar to the size and location of the logo on the existing sign.

C. Signs Located at the Primary Public Entrances. The five signs presently located at the five primary public entrances to the Center shall be modified to display the Alliant Energy Center Logo in size and location similar to the size and location of the logo on the existing signs.

D. Directional Signs. Directional signage presently located on the Center grounds shall include the Alliant Energy Center Logo. The County will use its best efforts to have the owner(s) of directional signage located off Center grounds modified to include the Alliant Energy Center Logo or the Center Name.

E. Playing Surface Signs. Subject to Section 4.1.2 of the Agreement, all County-owned playing surfaces shall display the Alliant Energy Center Logo or Center Name.

F. Flags. Flags carrying the Alliant Energy Center Logo shall be included in (1) the flag grouping at the main entrance to the Center on Rimrock Road, (2) the flag grouping at the north end of the Exhibition Hall, and (3) the flag grouping located outside of the East Lobby of Veterans Memorial Coliseum. Notwithstanding the foregoing, Alliant shall, during the World Dairy Expo Event, allow the flags carrying the Alliant Energy Center Logo at the north end of the Exhibition Hall to be replaced with flags carrying the World Dairy Expo logo. In the event flag groupings similar to those identified above are hereafter installed at the Center, each such grouping shall include at least one flag displaying the Alliant Energy Center Logo.

G. Zamboni Signage. The County shall have the Alliant Energy Center Logo or Center Name prominently displayed on the Zamboni machine used for hockey games played in the Center and for other Events requiring an ice sheet.

H. Roof Signage on Exhibition Hall. The roof of the Exhibition Hall shall contain a sign containing the Alliant Energy Center Logo or Center Name intended to be viewed from the air.

I. Additional Signage. The interior of Veterans Memorial Coliseum shall include a sign containing the Alliant Energy Center Logo or Center Name. The Alliant Energy Center Logo or Center Name shall be displayed on each of the concrete pylons located directly east of the Exhibition Hall.

J. Other Display of the Alliant Energy Center Name and Logo. To the extent the display of such signage is under the control of the County, the County shall have the Alliant Energy Center Logo or Center Name displayed on the following:

1. Uniforms worn by Center ushers;
2. As reasonably appropriate, on the uniforms of other uniformed staff regularly working in the Center; and
3. Maps of the County and the Alliant Energy Center produced for public distribution by the Center.

K. Sign Illumination. The Alliant Energy Center Logo on the electronic display sign at the corner of John Nolen Drive and Rimrock Road shall remain illuminated twenty-four (24) hours per day. The main entrance sign located at Rimrock Road shall be illuminated each day from sunset to sunrise.

Schedule 6.1
Additional Sponsorship Benefits

1. Suite and Tickets

1.1 The County shall reserve a suite for use and occupancy by Alliant and its invitees in the Veterans Memorial Coliseum. A suite shall also be reserved for use and occupancy by Alliant and its invitees in any future sports or entertainment facility constructed at the Center, provided the facility contains suites.

1.2 For all professional franchise sporting events presented at the Veterans Memorial Coliseum under a lease covering at least one season of such events, the County shall provide a block of twelve (12) seats within the suite at no charge to Alliant. For all other events at the Veterans Memorial Coliseum requiring tickets for seating, the County shall reserve for sale to Alliant a block of twelve (12) tickets for seating in the suite. The County shall provide at no additional charge one (1) parking pass for each two (2) suite tickets provided or sold to Alliant under the provisions of this Schedule 6.1.

1.3 Alliant and its invitees shall abide by all Center rules and regulations for the use of Center facilities, including the suite provided hereunder, and unless otherwise provided herein shall pay all fees associated with such use, including parking fees. No advertising visible from the concourse or general seating areas of the Veterans Memorial Coliseum may be displayed by users of the suite. The suite shall contain one (1) table and provide for seating of up to twelve (12) persons. Additional furnishings or appointments may be made by Alliant at its own expense, subject to the approval of the Center Director. The suite may be occupied by Alliant or its invitees only when the Veterans Memorial Coliseum is open to the public for events.

1.4 Subject to the prior approval by Alliant, the County may use, without charge, the suite provided to Alliant under the provisions of this Schedule 6.1.

1.5 The County shall notify Alliant of any group discounts or free tickets made available by an event sponsor or organizer and shall make such group discounts or free tickets available to Alliant. Group discounts are not applicable to suite occupancy.

2. Alliant-Sponsored Events

The County, at no additional cost to Alliant, shall make available for Alliant's use and occupancy, meeting rooms for up to six (6) Alliant-sponsored Events. For such meetings, the County will provide a standard meeting room with one skirted head table and tables and chairs for up to two hundred (200) attendees. Alliant may request additional tables, equipment or services, which shall be provided at the then-standard rates. If required by any applicable agreements between the County and one or more food service providers, Alliant shall utilize the designated food service provider as the caterer for these events. Alliant shall endeavor to coordinate the scheduling of its events with other events at the Center so that the Center does not incur undue expenses attributable to unshared use of Center facilities.

3. Additional Advertising Related to Number of Events

3.1 In the event that the display of the Alliant Energy Center name or the Alliant Energy Center Logo in a certain manner is prohibited by a sports league, association or organization presenting an event at the Center, the County shall use its best efforts to display the Alliant Energy Center name or Alliant Energy Center Logo in an alternate manner which enhances the name recognition of the Center and Alliant Energy as its sponsor.

3.2 On an annual basis, Alliant and the County will survey and calculate the number of Events held at the Center during the previous Contract Year.

(a) In the event that One Hundred and Twenty-Five (125) or more Events are held at the Center during a Contract Year, then no additional advertising right shall apply for the subsequent Contract Year.

(b) In the event that fewer than One Hundred and Twenty Five (125) Events, but more than One Hundred And Fifteen (115) Events are held at the Center in a Contract Year, Alliant and the County shall, in the subsequent Contract Year, mutually develop either: (i) two (2) additional high visibility print advertisements for publishing in national convention and exhibition trade magazines or (ii) advertising for national newspapers, national journals, television, radio or other forms of media that will have similar or greater impact than the foregoing two (2) advertisements contained in national trade magazines.

(c) In the event that One Hundred And Fifteen (115) or fewer Events are held at the Center in a Contract Year, Alliant and the County shall, in the subsequent Contract Year, mutually develop either: (i) five (5) additional high visibility print advertisements for publishing in national convention and exhibition trade magazines or (ii) advertising for national newspapers, national journals, television, radio or other forms of media that will have similar or greater impact than the foregoing five (5) advertisements contained in national trade magazines.

Alliant shall have the right to select the advertising options identified in subsections (b) or (c) above in its sole discretion; *provided*, that the cost of developing and producing the alternative advertisements does not exceed that of required print advertising in national trade magazines. Such advertising shall (i) be in addition to, and not in lieu of, any previously planned or budgeted advertising by the County and (ii) prominently display the Alliant Energy Center Logo and shall be designed in accordance with the highest levels of industry standards.

4. County Obligation to Offer Alliant the Opportunity to Become Title Sponsor or Subordinate Sponsor of Center-Produced Events

The County shall not offer or sell the title or any subordinate sponsorship rights to any Center-produced Event in the Center to any person or entity other than Alliant without having first offered the same to Alliant. Alliant shall respond to the County's offer within the time set forth in the offer, which time shall not be less than 7 days. The County shall not sell title or

subordinate sponsorship rights for Center-produced Events to any person or entity for an amount less than that offered by Alliant for such rights. The County shall refer event promoters to the Alliant Brand Manager if the event promoter is interested in obtaining title or subordinate sponsors. Nothing in this subsection prevents the County from contracting with an event promoter who has prior to the time of contracting obtained title or subordinate sponsors other than Alliant, or who does not express an interest in obtaining such sponsorship.

5. Electronic Installation of Informational Kiosks or Static Literature Racks

Alliant shall have the right to install or have installed in the vicinity of each information desk at any Center Facility an electronic informational kiosk or literature rack providing information to the public about Alliant. The design, specific location and materials to be disseminated from each kiosk or rack shall be subject to the approval of the Center Director.

6. Installation of Educational Installation

Alliant shall have the right to install or have installed in a green space at the Center or a Center Facility an educational installation that provides educational opportunities to the public regarding renewable energy technologies (e.g., solar power, wind power, biogas, local hydropower, geothermal energy, and electric storage and electric vehicles) and Alliant's use of and reliance on such renewable energy technologies. The design and specific location of such educational installation shall be subject to the approval of the Center Director, which approval shall not be unreasonably withheld.

7. Publicly Dedicated Roadway

The County shall, at no additional expense to Alliant, continue to have the publicly dedicated roadway named "Alliant Energy Center Way".

**Schedule 9
Alliant Usage Guide**

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