

# Dane County Contract Cover Sheet

Revised 01/2025

Res 297

Dept./Division	Alliant Energy Center		
Vendor Name	Frank Productions Concerts dba FPC Live	MUNIS #	2772
Brief Contract Title/Description	Box office lease agreement		
Contract Term	10/1/2024-12/31/2025		
Contract Amount	\$98,319.00		

Contract # Admin will assign	15709
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" 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	Kevin Scheibler	Name	Joel Plant
Phone #	267-3982	Phone #	(608) 234-5923
Email	scheibler.kevin@alliantenergycenter.com	Email	jplant@frankproductions.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

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

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

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	297
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2024-25

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	
Scheibler, Kevin	Digitally signed by Scheibler, Kevin Date: 2025.01.28 12:44:39 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/28/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, January 29, 2025 9:56 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract 15709  
**Attachments:** 15709.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/29/2025 1:16 PM	Approve: 1/29/2025 1:17 PM
	Patten (Purchasing), Peter	Read: 1/29/2025 10:11 AM	Approve: 1/29/2025 10:12 AM
	Gault, David	Read: 1/29/2025 10:04 AM	Approve: 2/10/2025 3:45 PM
	Cotillier, Joshua		Approve: 1/29/2025 3:07 PM
	Stavn, Stephanie	Read: 1/29/2025 3:38 PM	
	Oby, Joe	Deleted: 2/4/2025 12:30 PM	

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

Contract #15709  
Department: Alliant Energy Center  
Vendor: Frank Production Concerts dba FPC Live  
Contract Description: Box office lease agreement (Res 297)  
Contract Term: 10/1/24 – 12/31/25  
Contract Amount: \$98,319.00

*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.

1 SUB \_\_\_\_ TO 2024 RES-297 (PROPOSED – ENGELBERGER)  
2  
3

4 ALLIANT ENERGY CENTER LEASE WITH FRANK PRODUCTIONS CONCERTS LLC,  
5 DBA FPC LIVE  
6  
7  
8

9 Frank Productions, LLC, dba FPC Live, operates the Madison Ticket Agency, which  
10 provides the ticketing and other box office services for events at the Alliant Energy  
11 Center of Dane County. The current lease expired on September 30, 2024. FPC Live  
12 and the Alliant Energy Center have negotiated a new lease covering the period from  
13 October 1, 2024 through December 31, 2025 at a monthly rent of \$773 for October,  
14 November and December 2024 and \$8,000 for January-December 2025.  
15

16 **NOW THEREFORE BE IT RESOLVED**, that a new lease with FPC Live, 29 South  
17 Livingston Street, Madison, WI 53703 from October 1, 2024 through December 31,  
18 2025 is hereby approved.  
19

20 **BE IT FINALLY RESOLVED**, that the County Executive and County Clerk are  
21 authorized to sign the necessary agreements.  
22

ALLIANT ENERGY CENTER LEASE WITH FRANK PRODUCTIONS CONCERTS LLC,  
DBA FPC LIVE

Frank Productions, LLC, dba FPC Live, operates the Madison Ticket Agency, which provides the ticketing and other box office services for events at the Alliant Energy Center of Dane County. The current lease expired on September 30, 2024. FPC Live and the Alliant Energy Center have negotiated a new lease covering the period from October 1, 2024 through September 30, 2025 at a monthly rent of \$6,193.25.

**NOW THEREFORE BE IT RESOLVED**, that a new lease with FPC Live, 29 South Livingston Street, Madison, WI 53703 from October 1, 2024 through September 30, 2025 is hereby approved.

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

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("hereinafter referred to "Agreement"), made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Frank Productions Concerts (dba FPC Live), LLC (hereinafter "LESSEE"),

WITNESSETH:

WHEREAS LESSOR is the owner of the Alliant Energy Center of Dane County which is located in the City of Madison, Dane County, Wisconsin and includes buildings known as the Veterans Memorial Coliseum (hereinafter referred to as "Coliseum"), The Exhibition Hall (hereinafter referred to as the "Ex Hall"), and the campus in general (hereinafter referred to as "The AEC"); and

WHEREAS a part of the Coliseum which consists of those Coliseum West Lobby offices numbered as CS 6178, 6178A, 6178B, 6178C and storage number CS6342 (said offices totaling approximately 920 square feet and which are hereinafter collectively referred to as "the premises") is available for lease; and

WHEREAS LESSEE desires to lease the premises from the LESSOR; and

WHEREAS in connection with the lease of the premises, LESSOR will grant certain additional rights to LESSEE;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

1. TERM; DEMISED PREMISES. LESSOR does hereby demise and lease unto LESSEE for a term of one (1) year, commencing as of 12:01 a.m. on October 1, 2024 and expiring as of 11:59 p.m. on December 31, 2025.
2. EXCLUSIVE USE OF THE PREMISES. During said term LESSEE shall be entitled to the exclusive use of the premises.
3. SECURITY OF THE PREMISES. LESSEE shall be solely responsible for security for the premises, except common areas, and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as the result of alleged lack of security for the premises, except to the extent that any such claim arises out of the negligence or willful misconduct of LESSOR.
4. INDEMNIFICATION; HOLD HARMLESS. LESSEE, for itself and its officers, agents and employees shall indemnify, defend and hold harmless LESSOR, its boards, commissions, agencies, representatives, officers, agents and employees against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), costs or expenses which LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of acts or omissions of LESSEE, its agents, contractors or employees, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of LESSOR, its agencies, boards, commissions, officers, employees or representatives. The obligations of LESSEE under this paragraph shall survive the expiration or termination of this Agreement. Each party shall give to the

other notice of any pending or threatened litigation, said notice to be given in a timely manner.

5. **LIABILITY INSURANCE.** In order to protect itself and LESSOR, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of paragraph 4 above, LESSEE will at all times during the term of this Agreement keep in full force and effect a commercial general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin, with occurrence based liability coverage provided for therein in the amounts of at least \$2,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary, and the LESSOR listed as additional insured by endorsement on the LESSEES' commercial general liability policy. LESSOR shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an additional insured and, upon request, certified copies of the required insurance policies. LESSEE shall furnish LESSOR, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. LESSEE shall furnish evidence of adequate Worker's Compensation Insurance.
6. **WAIVER OF INSURANCE.** The parties do hereby expressly agree that LESSOR, acting at its sole option and through its risk manager, may waive any and all requirements contained in paragraphs 4 and 4 above, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by LESSOR's risk manager taking into account the nature of the work and other factors relevant to LESSOR's exposure, if any, under this Agreement.
7. **RENTAL PAYMENTS.** In consideration of LESSOR'S agreement to lease the premises, LESSEE agrees to pay the sum of \$773 per month, in advance on the first day of each month for October, November and December 2024, and further agrees to pay the sum of \$8,000 per month, in advance on the first day of each month during the remaining term of this lease, as rent therefore. The first such rental payment hereunder is due the first day of October, 2024 and each subsequent payment shall be due and payable on the first day of each month thereafter.
8. **MARKETING SUPPORT/PROMOTION OF EVENTS.** LESSEE acknowledges that they own the customer data of all persons (hereinafter referred to as the "DATABASE") who have purchased tickets to events Sold by Lessee and held at THE AEC. LESSEE also acknowledges a desire for all events held at THE AEC to attract the maximum number of allowable guests. Therefore, LESSEE agrees to market events sold by LESSEE and held at THE AEC to the DATABASE. Number of communications sent to the DATABASE will be mutually agreed upon by the parties on an event by event basis. LESSEE acknowledges that the event promoter will have final approval of all communications sent to DATABASE.
9. **CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good state of repair. LESSEE agrees to maintain the premises in their original state of repair and to deliver the same in as good a condition at the termination of this lease, normal wear and tear excepted.
10. **REPAIRS AND MAINTENANCE.** Lessee shall, during the term, and any extension thereof, at its expense maintain the Premises in good order and repair, except for the HVAC system, roof (roof structure and roof membrane), foundation, floor and ceiling slabs,

exterior (and interior) walls and load bearing columns and beams of the premises which will be maintained by the Lessor in good and workable condition. Such repairs and maintenance by Lessee shall include, but not limited to, cleaning, painting and decorating the interior of the Premises, interior ceilings, interior walls and partitions, interior plumbing and electrical fixtures, replacement of any broken or cracked windows (and replacement if necessary) of interior and exterior doors, trash removal (including the furnishing of trash receptacles adequate for its use) and furnishing light bulbs, and all expendables (paper goods, soaps, etc.) used in the Premises during the term. Lessor, at Lessor's sole cost and expense shall be responsible for the repair and remediation of any and all structural defects including roof and flooring, asbestos, asbestos containing materials and/or latent defects in the Premises over the term and any extension thereof.

11. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR provided that without further consent of LESSOR, LESSEE may allow use of the premises to promoters of events at LESSOR's Alliant Energy Center on such terms and conditions as may be negotiated between LESSEE and any such promoter.
12. NOTICES. All notices required to be sent under this Agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Clerk, 106A City-County Building, Madison, WI 53709. Notices to LESSEE shall be sent to Frank Productions, LLC, Attn.: Joel Plant, 29 South Livingston Street,, Madison, WI 53703.
13. TERMINATION DURING TERM. This lease shall not be terminated during its term except upon written agreement of both parties or upon the filing of a petition for bankruptcy by or for the LESSEE.
14. RENTAL PAYMENTS; WHERE MADE. LESSEE shall make rental payments due hereunder to Executive Director, Alliant Energy Center, 1919 Alliant Energy Center Way, Madison, WI 53713.
15. USE OF THE PREMISES; LICENSE GRANTED. LESSEE's intended use for the premises is for the operation of a ticket agency providing services to promoters of events at LESSOR's THE AEC and LESSOR hereby grants LESSEE an exclusive license, coterminous with the term of this lease, to sell and offer to sell its services in connection with the distribution of tickets for events to be held at LESSOR's THE AEC, provided that the license granted hereunder shall not be construed to prohibit nor shall it prohibit a promoter of events at THE AEC from conducting its own ticket selling operations if mutually agreed upon by LESSOR AND LESSEE. LESSOR and LESSEE further agree to enter into a Memorandum of Understanding regarding the fee structure charged to LESSOR at the AEC whose tickets are sold by LESSEE. LESSEE shall manage event inventory of the eight (8) suites located within the Alliant Energy Center as agreed upon with promoters and as requested by patrons. LESSOR to be remitted funds at event settlement, with the exception of Suite 501 when used by Alliant Energy Center and Suite 503, Alliant Energy provided per naming rights contract. In connection with the distribution of tickets, LESSEE may engage in related activities, not involving LESSOR or LESSOR's name or resources, to the extent mutually agreed upon by LESSEE and the promoter, including but not limited to marketing, research and placing advertisements on behalf of the promoter. LESSEE shall not be prohibited from engaging in promotions of events at other facilities. LESSEE has the right to establish operating hours for the box office in its sole discretion; however, the Box Office must be open at least one day a week during any period when tickets are

available for sale for events occurring at THE AEC, unless mutually agreed upon by LESSOR.

16. SURRENDER PREMISES AT END OF TERM. LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable, outside attorney's fees for LESSOR in default of such obligation.
17. ALTERATIONS PROHIBITED. LESSEE shall not make alterations to the premises or parts thereof nor paint or decorate the same without the prior written permission of LESSOR.
18. NO WAIVER OF DEFAULT OR BREACH. In no event shall the acceptance of any payment, service or product required by this Agreement constitute or be construed as a waiver by LESSOR of any breach of the covenants of this Agreement or a waiver of any default of LESSEE and the acceptance of any such payment, service or product by LESSOR while any such default or breach shall exist shall in no way impair or prejudice the right of LESSOR with respect to recovery of damages or other remedy as a result of such breach or default.
19. LESSOR'S AUTHORIZED AGENT. All written authorizations on the part of LESSOR necessitated by this Agreement or requested by LESSEE shall be made only by the Executive Director of LESSOR's Alliant Energy Center, or his or her designee, whose acts shall be binding on LESSOR.
20. PROPERTY DAMAGE INSURANCE REQUIRED. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is now or may hereafter be located on the premises.
21. SIGNS NOT PERMITTED. Except in designated areas LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.
22. NONDISCRIMINATION. During the term of this Agreement, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). LESSEE agrees to post in conspicuous places, available to all employees and service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
23. EQUAL OPPORTUNITY NOTICES REQUIRED. LESSEE shall, in all solicitations for employment placed on LESSEE's behalf, state that LESSEE is an "Equal Opportunity Employer."
24. COOPERATION RELATIVE TO AFFIRMATIVE ACTION REQUIRED. LESSEE agrees to furnish all information and reports required by LESSOR's contract compliance officer as they relate to affirmative action and nondiscrimination, which may include any books,



records, or accounts deemed appropriate to determine compliance with chapter 19, D. C. Ords., and the provisions of this Agreement.


25. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as paragraph headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

26. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF LESSOR and LESSEE, by their respective authorized agents, have set their hands and seals as of the day and date set next to their respective signatures below.

FOR LESSEE:

Dated: 01/27/2025

By:   
Charlie Goldstone, President

FOR LESSOR:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Melissa Agard, County Executive