

Dane County Contract Cover Sheet

Res. 183
Significant

Dept./Division	Alliant Energy Center
Vendor Name	WP Beverages, LLC
Vendor MUNIS #	10433
Brief Contract Title/Description	This agreement awards exclusive soft drink pouring rights and advertising rights to WP Beverages on the Alliant Energy Center campus.
Contract Term	07/01/19 to 06/30/26
Total Contract Amount	\$ 525,000+

Contract # <small>Admin will assign</small>	13781
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

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		Obj Code		Amount	\$
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		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 #
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	8/13/19		
OK	Controller		8/15/19	
Ge	Purchasing	8/20/19	8/20/19	
SL	Corporation Counsel	8/19/19	8/20/19	
	Risk Management	8/16/19	8/16/19	
	County Executive			


Dane County Dept. Contact Info		Vendor Contact Info	
Name	Mark Clarke	Name	
Phone #	608-267-3982	Phone #	
Email	clarke@alliantenergycenter.com	Email	
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	

Certification:

The attached contract is a:

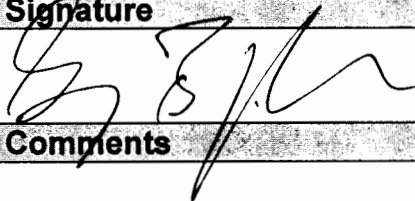

- ☐ Dane County Contract without any modifications.
- ☐ Dane County Contract with modifications.
The modifications have been reviewed by:
- ☒ Non-standard contract.

Contract Cover Sheet Signature**Department Approval of Contract**

Dept. Head / Authorized Designee	Signature	Date
		8/15/19
	Printed Name	
	Mark Clarke	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		8/23/19
	Comments	
Corporation Counsel	Signature	Date
		8/20/19
	Comments	

**ADVERTISING AND POURING RIGHTS AGREEMENT AT THE ALLIANT
ENERGY CENTER OF DANE COUNTY**

As part of the Alliant Energy Center's contract with Centerplate for food, beverage and merchandise rights, the Center retained the pouring and serving rights. This allows the Center to determine the brand of product served, within certain guidelines. The current agreement with WP Beverages, LLC expires on June 30, 2019. A new seven-year agreement has been negotiated with WP Beverages that includes a minimum of \$25,000 in the first year for exclusive non-alcoholic beverage pouring rights. Additionally, the Center sells advertising signage on its exterior marquee and Coliseum scoreboards and message boards. The agreement will extend the Center's signage agreement with WP Beverages, LLC. The Center will receive \$50,000 in the first year for electronic signage advertising at the Center.

NOW, THEREFORE BE IT RESOLVED, that an agreement for advertising and exclusive non-alcoholic beverage pouring rights be awarded to WP Beverages LLC, 6176 Pepsi Way, Windsor WI 53598, expiring on June 30, 2026.

BE IT FINALLY RESOLVED, that the County Executive and County Clerk are authorized to sign the contract documents.

Submitted By

COUNTY OF DANE

Pouring Rights and Signage Agreement

Number of pages, including schedules: 12

Agreement No. 13781

Expiration Date: 6-30-26

Department: Alliant Energy Center

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and WP Beverages, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address, for purposes of this contract, is c/o Executive Director, Alliant Energy Center of Dane County, 1919 Alliant Energy Center Way, Madison Wisconsin 53713, desires to enter into an Agreement with PROVIDER for the purpose of increasing the Alliant Energy Center's (hereafter "AEC") concessions sales, specifically, non-alcoholic beverages; and

WHEREAS PROVIDER, whose address is WP Beverages, LLC, 6176 Pepsi Way, Windsor, Wisconsin 53598, is able and willing to provide services to COUNTY; and

WHEREAS COUNTY's AEC facilities offer various locations where advertising messages can be displayed by firms and companies agreeing to provide fair compensation to COUNTY; and

WHEREAS PROVIDER, desires to display its advertising messages at COUNTY's center and is willing to compensate COUNTY for the right to do so;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of July 1, 2019 and shall expire as of midnight on June 30, 2026, unless sooner agreed to in writing by both parties.

48 II. **OBLIGATIONS OF THE PARTIES.**

49
50
51 A. **Exclusivity of Pouring Rights.** PROVIDER shall have, during the term of
52 this Agreement, exclusive pouring rights on the AEC grounds and facilities
53 (which include, but are not limited to, Veteran's Memorial Coliseum,
54 Exhibition Hall, Arena Building, Willow Island, the New Holland Pavilions,
55 and related parking and landscaped areas. Hotels and other commercial
56 developments on grounds are excluded.) for non-alcoholic beverages,
57 excluding milk and hot coffee. This will include, but is not limited to:
58 carbonated soft drinks, lemonade, juices, juice drinks, isotonic and all
59 exercise replenishment beverages, teas, energy drinks, cold coffee and still
60 water, carbonated water, flavored water and PROVIDER identified fountain
61 cups.

62
63 B. **Payments to AEC for Pouring Rights.** PROVIDER will make an annual
64 Sponsorship Support payment to the AEC of \$25,000, payable on or before
65 July 15th of each contract year, to be used at the discretion of the AEC.
66 Such payments are reflected in Schedule B.

67
68 C. **Applicable Contract Terms and Pricing.** PROVIDER will provide the
69 AEC's contractual food and beverage service provider ("food service
70 provider") beverages in accordance with both the terms of this Agreement
71 and the terms of any applicable national contract between PROVIDER and
72 the AEC's food service provider. Said beverages shall be offered at the
73 most favorable price offered by PROVIDER to any other purchaser with a
74 similar volume at an "on premise consumption" operating in Dane County.
75 As such, PROVIDER's sponsorship efforts to the AEC will not be "passed
76 through" to the food service provider.

77
78 D. **Cup Utilization.**

- 79
80 1. The AEC will utilize Pepsi-Cola brand identified cups to serve fountain
81 products throughout the AEC campus.
82 2. The AEC will determine the size of the fountain drink servings.
83 3. PROVIDER will be the exclusive supplier of all cups to the AEC and its
84 food service provider unless the AEC provides evidence, satisfactory to
85 PROVIDER, that the cost charged by the PROVIDER of such cups is
86 not competitive with the cost of the same type and quality PROVIDER
87 brand identified cup that the food service provider may purchase
88 directly from its cup supplier. Upon presentation of satisfactory
89 evidence by the AEC to PROVIDER, PROVIDER has the right to match
90 the competitive offer of the cup supplier. Should PROVIDER decide
91 not to match the competitive offer within 10 days, the food service
92 provider may purchase the PROVIDER brand identified cups directly
93 from its cup supplier.

94
95 E. **Exceptions.**

- 96
97 1. **"Deal Breakers."** PROVIDER understands and agrees that there may
98 be occasions where additional beverages must, in order to obtain a

contract, be sold on campus. PROVIDER agrees that it will not interfere with the AEC in agreeing to serve these additional beverages. All beverages under this provision must be sold and not provided to consumers free of cost. If product is provided free of cost it must be sampled in 4oz or less servings. Only beverages noted as official sponsors of an event may be sold or sampled under this provision during the event on AEC grounds including but not limited to arena, coliseum, exhibition hall, pavilions, Willow Island and all parking areas. However, such occasions shall be limited to no more than three (3) events per year, lasting no more than eight (8) days each, unless mutually agreed upon by both parties. The AEC shall discuss such occasions with a designated PROVIDER representative on a case by case basis.

F. Advertising and Signage.

1. COUNTY hereby grants to PROVIDER during the term of this Agreement the right to display approved advertising messages (hereinafter, "principal advertising rights") at such locations on COUNTY's AEC grounds, as are set forth in Schedule A, attached hereto and incorporated herein by reference.
2. The principal advertising rights granted PROVIDER by this Agreement are subject to the following provisions:
 - (a) PROVIDER, at its own expense, shall pay for the cost of initial advertising installation, and may change the advertising display content at any location at any time. Any change must be made at times permitted by COUNTY's schedule of events.
 - (b) All advertising display content is subject to the approval of the AEC Executive Director. Such approval shall not be unreasonably withheld.
 - (c) Alteration, modification, cancellation or addition to the schedule of events by COUNTY or any loss of advertising display due thereto or due to strike, lockout, fire, or other event beyond COUNTY's control shall not constitute a breach of this Agreement.
 - (d) Should any electronic advertising display be temporarily unable to function due to circumstances beyond COUNTY's control, PROVIDER shall be compensated with equivalent advertising at a later date to the extent permitted by COUNTY's event schedule, except as otherwise provided in other terms of this Agreement.
 - (e) PROVIDER shall indemnify and hold harmless COUNTY, its officers, commissions and employees, against any and all liability for infringement of trademarks, trade names, copyrights, invasions of competition, unfair trade practices or any claim or cause of action of any nature whatsoever which in any way arises out of the contents of the advertising displays furnished or specified by PROVIDER.
 - (f) The principal advertising rights conveyed to PROVIDER by this Agreement exclude advertising rights on or in the following locations: dasher boards; in-ice or on ice surfaces; restrooms;

- temporary event-related signage, banners or inflatables. COUNTY specifically reserves the right to sell advertising rights ("incidental advertising rights") to these excluded locations to other advertisers. PROVIDER will be offered the opportunity to advertise in these locations with the right of first refusal/approval for the categories noted in Schedule C.
- (g) PROVIDER acknowledges and agrees that, on occasion, a lessee of space at the center may require that all or some of PROVIDER's advertising displays be covered or not be illuminated as a condition of the lessee's contract with COUNTY. The AEC Executive Director will make every effort to discourage lessees from this practice, however, should a lessee make this practice a condition of its contract, the AEC Executive Director shall treat all AEC principal PROVIDERs, including PROVIDER, in a like manner when covering or not illuminating the advertising displays covered under this Agreement. PROVIDER shall hold COUNTY's AEC harmless in such circumstances.
- (h) PROVIDER is hereby notified that COUNTY is seeking a title sponsor for the Exhibition Hall. Should a title sponsor be granted industry exclusivity that is incompatible with the principal advertising rights granted PROVIDER herein, COUNTY shall have the right to terminate this Agreement and refund advance payments prorated to the date of the termination.
- (i) PROVIDER acknowledges and agrees that COUNTY has or will enter into agreements similar to this Agreement with other firms and businesses for principal advertising rights at the AEC. COUNTY shall not offer or enter into an agreement for such principal advertising rights with direct competitors of PROVIDER in the industry specified in schedule C. This sub-paragraph does not apply to incidental advertising rights at locations excluded under sub-paragraph (f) of this paragraph. However, relative to the locations excluded in subparagraph (f) of this paragraph, PROVIDER will be offered the opportunity to advertise in these locations with the right of first refusal/approval for the categories noted in Schedule C.
- (j) Should COUNTY add new advertising locations during the term of this Agreement, COUNTY shall afford all AEC principal advertisers, including PROVIDER, the opportunity to purchase rights to such additional locations before offering the same to firms not then currently advertising on the AEC grounds.
- (k) Within the six month period preceding the expiration of this Agreement, providing that PROVIDER has not breached this Agreement in any fashion, COUNTY shall afford PROVIDER, on an equal basis with all other AEC principal PROVIDERs, the opportunity to enter into a successor agreement for the purchase of principal advertising rights at the AEC before offering the same to firms not then currently holding principal advertising rights at the center.

3. PROVIDER agrees to compensate COUNTY for the principal advertising rights granted by this Agreement by making payments as

set forth in Schedule B, attached hereto and incorporated herein by reference. Time is of the essence with respect to such payments.

4. **Menu Boards.** At its sole cost, PROVIDER will upgrade the menu boards at all AEC concession stands to industry standards, in a manner agreed to by the AEC, PROVIDER, and the AEC's food service provider.

5. **Signage Upgrades.** PROVIDER shall upgrade all current Pepsi venue signage in a manner mutually agreed by the AEC and PROVIDER.

G. Promotional Support.

1. **Advertising support levels to continue.** PROVIDER shall continue its advertising support of AEC events at an annual level of \$50,000 per year. The AEC and PROVIDER will discuss and agree upon events to be supported.

2. **Documentation.** If requested, PROVIDER will provide evidence of the above-referenced support.

3. **Equipment Support.** PROVIDER will replace all coolers, vendors and fountain equipment throughout the AEC and replace/upgrade as mutually agreed by both parties.

III. **PERSONNEL.** PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

IV. **ASSIGNMENT/TRANSFER.** PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of assignee in and to any monies due or to be due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice to COUNTY of any such assignment or transfer.

V. **TERMINATION.**

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or in violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER, if within thirty (30) days of its receipt of a written notice specifying the failure by PROVIDER, PROVIDER does not cure such

failure or if it cannot be cured within thirty (30) days, PROVIDER does not promptly take action to cure such failure and continue same until the failure is cured.

B. The following shall constitute grounds for immediate termination if, within twenty (20) days of its receipt of a written notice specifying the grounds for termination, PROVIDER does not cure such grounds for termination:

1. Violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable State and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure of PROVIDER to carry applicable licenses or certifications as required by law.
3. Failure of PROVIDER to comply with reporting requirements contained herein.
4. Inability of PROVIDER to perform the work required herein.

C. The provisions of this paragraph do not apply to any breach of this Agreement which is caused by PROVIDER's failure to pay compensation in the amounts and at the times called for by this Agreement.

D. COUNTY shall have the right to terminate this Agreement at any time on five (5) days advance written notice in the event PROVIDER shall fail to pay compensation in the amounts and at the times called for by this Agreement. PROVIDER shall have the right to cure any such default by making complete payment within the five day notice period.

E. If during the term of this Agreement, the Dane County Board of Supervisors shall fail to appropriate sufficient funds to carry out COUNTY's obligations to operate the AEC in its current manner or for its current purpose, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to PROVIDER. This paragraph shall not relieve PROVIDER of its responsibility to pay for principal advertising rights made available to PROVIDER prior to the effective date of termination. COUNTY shall refund to PROVIDER, on a pro-rata basis to the date of termination, any advance payments made.

F. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any uncured breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

302 VI. **DELIVERY OF NOTICE.** Notices, bills, invoices and reports required by this
303 Agreement shall be deemed delivered as of the date of postmark if deposited in
304 a United States mailbox, first class postage attached, addressed to a party's
305 address as set forth above. It shall be the duty of a party changing its address
306 to notify the other party in writing within a reasonable time.

307
308 VII. **INSURANCE.**

309
310 A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its
311 boards, commissions, agencies, officers, employees and representatives
312 against any and all liability, loss, (including, but not limited to, property
313 damage, bodily injury and loss of life), damages, costs or expenses which
314 COUNTY, its officers, employees, agencies, boards, commissions and
315 representatives may sustain, incur or be required to pay by reason of
316 PROVIDER furnishing the services or goods required to be provided under
317 this Agreement, provided, however, that the provisions of this paragraph
318 shall not apply to liabilities, losses, charges, costs, or expenses caused by
319 or resulting from the acts or omissions of COUNTY, its agencies, boards,
320 commissions, officers, employees or representatives. The obligations of
321 PROVIDER under this paragraph shall survive the expiration or termination
322 of this Agreement.

323
324 B. Each party shall be responsible for the consequences of its own acts,
325 errors, or omissions and those of its employees, boards, commissions,
326 agencies, officers, and representatives and shall be responsible for any
327 losses, claims and liabilities which are attributable to such acts, errors, or
328 omissions including providing its own defense. In situations of joint liability,
329 each party shall be responsible for the consequences of its own acts,
330 errors, or omissions and those of its employees, agents, boards,
331 commissions, agencies, officers and representatives. It is not the intent of
332 the parties to impose liability beyond that imposed by state statutes.

333
334 C. In order to protect itself and COUNTY, its officers, boards, commissions,
335 agencies, employees and representatives under the indemnity provisions
336 of this Agreement, PROVIDER shall obtain and at all times during the term
337 of this Agreement keep in full force and effect comprehensive general
338 liability and auto liability insurance policies (*as well as professional*
339 *malpractice or errors and omissions coverage, if the services being*
340 *provided are professional services) issued by a company or companies*
341 *authorized to do business in the State of Wisconsin and licensed by the*
342 *Wisconsin Insurance Department, with liability coverage provided for*
343 *therein in the amounts of at least \$2,000,000 CLS, (Combined Single*
344 *Limits), including umbrella insurance. Coverage afforded shall apply as*
345 *primary. COUNTY shall be given ten (10) days advance notice of*
346 *cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER*
347 *shall furnish COUNTY with a certificate of insurance listing COUNTY as an*
348 *additional insured, and upon request, certified copies of the required*
349 *insurance policies. If PROVIDER's insurance is underwritten on a Claims-*
350 *Made basis, the Retroactive Date shall be prior to or coincide with the date*
351 *of this Agreement. The Certificate of Insurance shall state that coverage is*
352 *Claims-Made and indicate the Retroactive Date. PROVIDER shall*

maintain coverage for the duration of this Agreement and two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a thirty (30) day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

VIII. **NO WAIVER BY PAYMENT OR ACCEPTANCE**. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

IX. **NON-DISCRIMINATION**. During the term of this Agreement, PROVIDER 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) or an employee or 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). PROVIDER agrees to post in conspicuous places, available to all employees, 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 under state or federal law.

X. **CIVIL RIGHTS COMPLIANCE**.

A. PROVIDER agrees to comply with COUNTY's Civil Rights Compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by COUNTY, including the examination of records and relevant files maintained by PROVIDER. PROVIDER agrees to furnish all information and reports required by COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to

cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- B. PROVIDER shall post the Equal Opportunity Policy, the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

XI. **MISCELLANEOUS.**

- A. **Registered Agent.** PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term "registered agent" shall mean a general partner.
- B. **Controlling Law and Venue.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Dane County shall be the place of venue for any litigation involving this Agreement.
- C. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. **Entire Agreement.** 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.
- E. **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.

XII. **Change in Availability / Terms.**

A. In the event that the availability of beverages is modified in any manner through the actions of the COUNTY or laws enacted by the federal, state or local government which limits access to the equipment or reduction of availability of the types of beverages offered, PROVIDER may notify the COUNTY of such limitations of access or reduction of availability and the COUNTY and PROVIDER shall promptly, but in no event later than ten (10) days after the COUNTY receipt of notice from PROVIDER under this section, meet to discuss such limitations of access or reduction in availability. In the event PROVIDER and the COUNTY are unable to come to an agreement to resolve the situation presented by such limitations of access or reduction in availability, PROVIDER may, at its option, elect to terminate this agreement.

In the event anything changes with AEC's contractual food and beverage service provider ("food service provider"), PROVIDER reserves the right to modify the terms of this agreement.

Should agreement be terminated as part of section XII, all unearned funds shall be refunded to PROVIDER. Funds are earned at a rate of \$2,083.33 per month for pouring rights and \$4,166.66 for advertising

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 8-14-19

by

Kevin V. Lomarski

Title

SE. Vice President

FOR COUNTY:

Date Signed: _____

JOE PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

Schedule A

1. PROVIDER may erect and maintain advertising at the following locations on the Alliant Energy Center of Dane County grounds:
 - A. On each side of the outdoor marquee located near the intersection of Rimrock Road and John Nolen Drive, one 5' high by 8'9" long illuminated panel.
 - B. On the four-sided indoor scoreboard in the Coliseum, two illuminated panels, consisting of one top panel approximately 1'8" high by 11'6" long and one bottom panel approximately 1'8" high by 10'0" long.
 - C. On one (1) indoor lobby message center at the Coliseum, one panel approximately 2'0" high by 2'1" long illuminated panel.
 - D. On one side of one of the auxiliary scoreboards in the Coliseum, a panel approximately 3'0" high by 3'0" long.
 - E. On one side of one of the indoor message boards in the Coliseum, one illuminated panel. When in operation, three 20-second message spots per Coliseum event will be displayed on these boards.
 - F. On the outdoor marquee, ten (10) – 4 second message spots per hour of operation of the outdoor marquee.
 - G. On the main concourse of the Coliseum, one sign, equal in size to all other permanent PROVIDERs, affixed to the wall by the center entry into the seating bowl from the East and West lobby.
 - H. On the AEC website, exposure equal to all other principle PROVIDERs.
 - I. On the Exhibition Hall Video Information System, exposure to be determined.
 - J. On the main concourse of any new buildings on the AEC grounds, one sign, equal in size to all other permanent PROVIDERs, affixed to the wall by the center entry or other mutually agreed upon location.

Schedule B

1. PROVIDER agrees that the total compensation to be paid to COUNTY shall be seventy-five thousand dollars (\$75,000) payable according to the following schedule:

Due Date	Amount Due	Advertising	Pouring Rights Rebate *
July 1, 2019	\$50,000	\$50,000	
June 30, 2020	\$25,000		\$25,000
July 1, 2020	\$50,000	\$50,000	
June 30, 2021	\$25,000		\$25,000
July 1, 2021	\$50,000	\$50,000	
June 30, 2022	\$25,000		\$25,000
July 1, 2022	\$50,000	\$50,000	
June 30, 2023	\$25,000		\$25,000
July 1, 2023	\$50,000	\$50,000	
June 30, 2024	\$25,000		\$25,000
July 1, 2024	\$50,000	\$50,000	
June 30, 2025	\$25,000		\$25,000
July 1, 2025	\$50,000	\$50,000	
June 30, 2026	\$25,000		\$25,000

* Throughout the term, COUNTY will earn a Pouring Rights Rebate and be paid the greater of \$4.50 per case of twenty-four (24) twenty (20) ounce bottles of carbonated soft drink, drinking water, and Gatorade on a twelve (12) month basis from July 1st to June 30th or \$25,000. The COUNTY's food service provider must purchase and product through the entire twelve (12) month period or through the end of the contract expiration to be eligible for previous years rebate funds.

2. Any payment not received by the due date is subject to a 1-1/2% per month service charge from the date the payment was due.

Schedule C

1. PROVIDER'S specified industries is the sale of carbonated soft drinks, lemonade, juices, juice drinks, isotonic and all exercise replenishment beverages, teas, energy drinks, cold coffee, still water, carbonated water, and flavored water..