

SERVICE AGREEMENT

This Agreement is between the City of Kaukauna and **ARS Productions, LLC**, (“Service Provider”) for the services of Live! at Hydro Park Music Series, (“Project”).

In consideration of the mutual agreements herein, the City and the Service Provider agree as follows:

1. **The City will:**

- A. The City of Kaukauna will pay the Service Provider for the Project provided as described within the Service Agreement. Such payment shall be full compensation for all services rendered and for all supervision, labor, supplies, materials, equipment and any other incidental costs not to exceed \$40,000. Payments will be made within thirty (30) days of having received the invoice described. To expedite payment of invoices under this Agreement, the invoices should be sent to the following:

City of Kaukauna Community Enrichment
Cassidy Mickelson
P.O. Box 890
Kaukauna, WI 54130

- B. The City will provide a sufficient area/room for the provision of the services described.

2. **The Service Provider will:**

- A. The Service Provider shall provide live music entertainment on Wednesdays from 5:30 PM to 8:30 PM, for 10 consecutive weeks. For 2024, Wednesday, August 14 and one other date will be reserved for an alternative rain day if needed (2 rain dates total).
- B. The Service Provider shall schedule an opening performance each week by Appleton Rock School.
- C. The Service Provider shall implement the planning, logistics, and talent buying.

- D. The Service Provider shall provide sound and lighting production with front and rear truss and a stage (24' x 20' x 38" tall, with stairs).
- E. The Service Provider shall be available onsite to manage concert/stage on the day of event.
- F. The Service Provider shall provide necessary crew members for grounds preparation on day of the event per itinerary/work-flow plan and be available on the day of the event for use at the direction of City Event Lead.
- G. The Service Provider shall set up at approximately 1:00 PM the day of any scheduled event. No special or large equipment that may cause damage or hazards shall be used without prior written permission by the City. No vehicles will be driven unto unpaved areas of the park.
- H. The Service Provider shall submit two invoices itemizing expenses and fees, one upon contract signing (February 1, 2024) and one at the midway point of the season (July 1, 2024) to the City of Kaukauna for work or services provided according to the Service Agreement.
- I. The Service Provider will provide all materials, equipment, and supplies necessary to perform or provide the services described in the Service Agreement.
- J. The Service Provider and any sub-contractors shall provide proof of current general liability insurance, per the attached "Exhibit A", prior to providing any services.
- K. The Service Provider shall perform the services described in accordance with the standards of care, skill, and judgment which may be expected of professionals who perform similar work.
- L. The Service Provider shall supervise such clean-up as may be reasonably requested by the City of Kaukauna.
- M. At the close of the Service Provider's work, the Service Provider shall remove his or her materials and equipment.
- N. The Service Provider shall provide his or her services in a manner and on a timely basis so as not to cause interference with any of the operations of the City of Kaukauna facility. In the event of a conflict between the schedules of the Service Provider and contractors and employees of the City of Kaukauna, the conflict may be resolved at the discretion of the City of Kaukauna.

- O. The Service Provider shall contact Cassidy Mickelson prior to the Project to coordinate all issues regarding facilities use and ensure that the facilities provided are adequate.
- P. The Service Provider shall determine and declare an event rain cancellation no sooner than 1:00 PM on the date of the scheduled event.

3. **Duration**

This Agreement will become effective on February 1, 2024, and end no later than September 1, 2026. This Agreement may be cancelled on thirty (30) days written notice of either party.

4. **Use of City Name**

It is understood and agreed that the name of the City of Kaukauna and the municipal location may not be used by the Service Provider or its agents in any promotional materials without prior approval of the City of Kaukauna.

5. **Independent Contractor**

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

6. **Assignment**

This Agreement and interests hereunder are not to be assigned.

7. **Liability**

The City represents that it does carry public liability insurance covering the municipal location. The City specifically notes that it has not purchased insurance coverage for the Service Provider or its agents or employees. Nothing contained in this Agreement is intended as a waiver of the City's rights to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes 893.80 or other applicable law.

8. **Wisconsin Law**

This Agreement shall be governed by and construed with the laws of the State of Wisconsin.

9. **Complete Agreement**

This Agreement represents the entire listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

10. **Endorsement**

By endorsing this Agreement, both the Service Provider and the City of Kaukauna indicate that each has the authority to bind to the terms of this Contract.

BY: _____
City of Kaukauna

Date

BY: _____
Service Provider

Date

"EXHIBIT A"

INSURANCE REQUIREMENT FOR CITY OF KAUKAUNA

It is hereby agreed and understood that the insurance required hereunder is primary coverage and that any insurance or self-insurance maintained by the City of Kaukauna, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

Service Provider shall obtain the following insurance and provide to the City a Certificate of Insurance (COI) evidencing compliance with these requirements:

GENERAL LIABILITY COVERAGE

1. Commercial General Liability
 - a. \$1,000,000 general aggregate – per project
 - b. \$1,000,000 products – completed operations aggregate
 - c. \$1,000,000 personal injury and advertising injury
 - d. \$1,000,000 each occurrence limit

2. Claims made form of coverage is not acceptable.

3. Insurance must include:
 - a. Premises and Operations Liability
 - b. Contractual Liability including coverage for the joint negligence of the City of Kaukauna, its officers, Council members, agents, employees, authorized volunteers and the named insured
 - c. Personal injury
 - d. Explosion, collapse, and underground coverage
 - e. Products/Completed Operations
 - f. The general aggregate must apply separately to this project/location

4. Additional Provisions
 - a. Additional Insured – On the General Liability coverage, Business Automobile coverage, Aircraft Liability and Liquor Liability.
 - b. Endorsement – The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
 - c. Certificates of Insurance – A copy of the Certificate of Insurance must be on file with the City of Kaukauna.
 - d. Notice – City of Kaukauna requires 30-day written notice of cancellation, non-renewal, or material changes in the insurance coverage.
 - e. Carriers – The insurance coverage required must be provided by an insurance carrier with the "best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.