

## FISCAL AGENT AGREEMENT

**Effective Date of Agreement:** July 23, 2024

**Parties:** City of Marshall  
344 West Main Street  
Marshall, MN 56258  
("City")

Southwest Minnesota State University Foundation Inc. ("Foundation")

Collectively known as "the Parties".

### Recitals

**WHEREAS**, Tall Grass is the municipal liquor store of the City of Marshall and purchases beer from Brau Brothers as part of their normal course of business in acquiring inventory to offer to Tall Grass customers; and

**WHEREAS**, Brau Brothers is a local brewery in the City of Marshall; and

**WHEREAS**, Brau Brothers desires to further the feeling of community in the City of Marshall by brewing four (4) types of beer, between June 2024 and August 2024, that represent the city. Each of the 4 types of beer will be canned and labeled with a design/name unique to the City of Marshall and each will be sold at Tall Grass. One of the local brews will be Mustang Golden Ale, the beer representing the Foundation; and

**WHEREAS**, the parties agree the local collaboration would further the feeling of community in the City of Marshall; and

**WHEREAS**, Southwest Minnesota State University has entered into a separate agreement with Brau Brothers to develop Mustang Golden Ale; and

**WHEREAS**, the City has agreed to sell 6-packs of each of the 4 types of beer and a 12-pack (Tall Grass Fridge Pack) that includes 3 cans of each type in Tall Grass; and the city will donate to the Foundation \$1.00 from the sale of Mustang Golden Ale 6-packs and \$1.00 from the sale of Tall Grass Fridge Pack (which includes Mustang Golden Ale).

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged by the parties, the parties agree as follows:

#### I. FISCAL AGENT SERVICES

1.1. Authority. Foundation hereby appoints the City to act as its fiscal agent and City hereby accepts such appointment.

1.2. Responsibilities of the City. As the fiscal agent, the City shall perform the following duties:

1.2.1. The City shall disburse monies to Foundation in accordance with this Agreement;

1.2.2. At the end of each quarter, the City shall donate to the Foundation the amount that equals the share of sales for the previous quarter attributable to the sale of Mustang Golden Ale six packs and of Tall Grass Fridge Packs containing Mustang Golden Ale no later than 30 days after the end of each quarter in which sales of Mustang Golden Ale were made.

1.3. Reporting Responsibilities. The City shall not be responsible for performing any auditing functions nor for preparing and submitting tax or other reports which are required to be filed with federal, state or local governments or agencies.

1.4. Hold Harmless and Indemnification. Each Party agrees to defend, indemnify and hold harmless the other party and its officers, directors and employees from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder.

## II. MISCELLANEOUS

2.1. Relationship of Parties. In making and performing this Agreement, the parties hereto act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an employment relationship, partnership or joint venture among the parties.

2.2. Term of Agreement. This Agreement is in place from the effective date above until the last of the inventory of Mustang Golden Ale is sold or otherwise disposed of by Tall Grass.

2.3. Disposition of Funds. Upon termination of this Agreement, any agreed upon percentage of monies received by the City from the sale of Mustang Golden Ale which has not been paid out to Foundation by the date of termination will be paid in full no later than thirty (30) days after termination.

2.4. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Minnesota.

2.5. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

City: City of Marshall  
Attn: Director of Administrative Services  
344 W Main St  
Marshall, MN 56258

SMSU: SMSU Athletic Dept  
Attn: Athletic Director  
1501 State St  
Marshall, MN 56258

IN WITNESS WHEREOF, the City and Foundation have caused this Fiscal Agent Agreement to be executed as of the date and year first written above.

**SOUTHWEST MINNESOTA STATE  
UNIVERSITY FOUNDATION INC.**

By: \_\_\_\_\_  
Nathan Polfliet  
Its: Associate VP for Advancement

**SOUTHWEST MINNESOTA STATE UNIVERSITY  
ATHLETICS**

By: \_\_\_\_\_  
Jennifer Flowers  
Its: Director of Athletics

**CITY OF MARSHALL, MINNESOTA**

By: \_\_\_\_\_  
Robert Byrnes  
Its: Mayor

By: \_\_\_\_\_  
Steven Anderson  
Its: City Clerk