

**AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
MAKING SPIRITS BRIGHT, INC.
FOR USE OF EVERGREEN PARK**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this ____ day of _____, 20__ by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20th Street, Sheboygan, Wisconsin 53081.

RECITALS

- I. For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.
- II. The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.
- III. The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.
- IV. The Sheboygan County Rotary Clubs have established MSB as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.
- V. The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.
- VI. The City is willing to grant such permission subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Premises and Term. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display, including set-up and take-down, from October 5, 2026 through January 31, 2032. The City agrees to make the Quarryview Center available to MSB between November 1, 2026 and December 31, 2031. Such permission is subject to the terms and conditions set forth in this Agreement. MSB may not install event-related equipment or materials prior to October 5 of each year and shall cause all such equipment and materials to be removed by the last Sunday in January of each year. MSB and its volunteers, agents, and employees shall comply with all applicable laws, ordinances, and park rules at all times of use and occupation.
2. Term and Termination. This Agreement shall be effective upon the date of final party execution and shall expire January 11, 2032. This Agreement shall automatically renew for up to five, successive, one-year terms unless terminated pursuant to this Agreement or unless either Party notifies the other of their intent to not renew, which must be provided to the other party by March 1 of the year of nonrenewal.
 - a. Termination for Cause. This Agreement may be terminated for cause by either Party upon fifteen (15) days' written notice if the other party defaults in the performance of this Agreement and the default continues for a period of fifteen (15) days after written notice to the other party stating specifically the default.
 - b. Termination for Convenience. This Agreement may be terminated at any time for any reason by either party. The Party seeking termination shall provide notice to the other party by January 1 of the terminating year.
3. Fee. Prior to March 1 of each year subject to this Agreement, MSB shall remit \$1,500 to the City for the use of Evergreen Park and the Quarryview Center.
4. Required Documents and Information.
 - a. MSB shall complete all event and/or equipment forms reasonably requested by the City's Department of Public Works, as soon as possible but not later than sixty days prior to anticipated set-up/need.
 - b. MSB shall provide the City's Department of Public Works with update files, compatible with current GIS database, showing the geolocated or surveyed positions of all installed infrastructure servicing MSB's holiday lights display.
 - c. MSB shall not commence any improvements within Evergreen Park intended to impact the park beyond the holiday light display installation-to-removal period. Any improvements desired by MSB shall be submitted to the City for approval. Such submission shall include all design plans and specifications. To the extent

that any existing City infrastructure within Evergreen Park conflicts with desired MSB improvements, MSB shall bear the sole cost to relocate and reinstall such infrastructure. MSB shall supply to the City the locations of private utilities installed on MSB's behalf within Evergreen Park within 72 hours of the City's request for same.

- d. MSB shall provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least \$2,000,000 in coverage, and with an additional insured endorsement naming the City as an additional insured.
5. Damages. MSB agrees to reimburse the City for actual costs to remedy damage incurred to the park or the Quarryview Center caused by or arising out of the use of said parks and park facilities under this Agreement.
6. Recognition. In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.
7. Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Agreement. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Routine business correspondence may be conducted via email, telephone, or in-person.
8. General Provisions.
 - a. Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.
 - b. No Assumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.
 - c. Hold Harmless and Indemnification. MSB agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities,

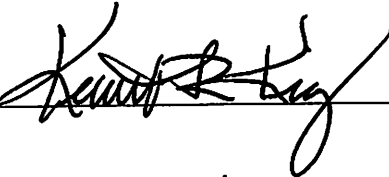
losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this Agreement as a result of the use and/or occupancy of the park by its officers, agents and employees, or others acting by, through or under the express or implied authority of MSB including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the Premises or through activities occurring at the park except to the extent caused by the negligence or willful misconduct of the City.

- d. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.
- e. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
- f. Amendment. This Agreement may be amended only by a writing signed by both parties.
- g. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.
- h. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- i. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

- j. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- k. Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

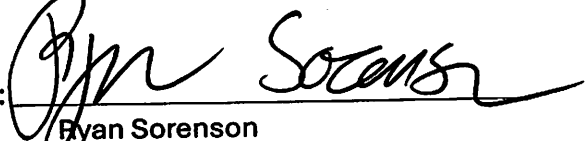
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MAKING SPIRITS BRIGHT, INC.

By: 

Date: 5/13/2026

CITY OF SHEBOYGAN

By: 
Ryan Sorenson
Mayor

Date: 6/2/2026

ATTEST:


Meredith DeBruin
City Clerk

Date: 6/2/2026

INDEMNIFICATION & HOLD HARMLESS

To the extent authorized by law, Applicant hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Applicant or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Applicant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

PRINT NAME: Dave Hoffman

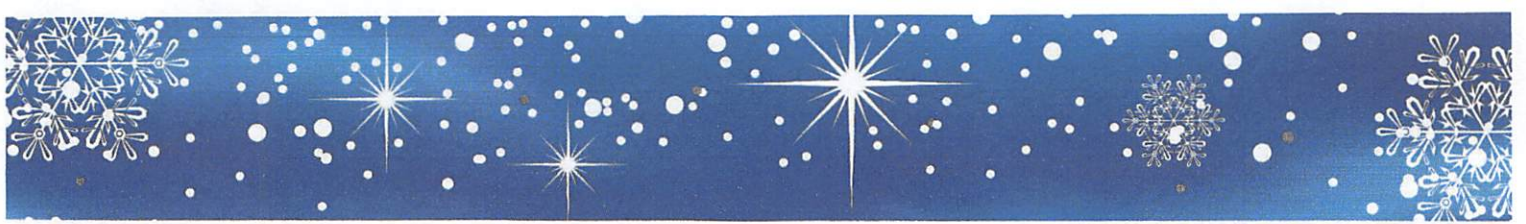
PRINT ORGANIZATION: Making Spirits Bright, Inc.

Signed with Signeasy

Dave Hoffman

03/06/26

2026-03-06 16:37:04 UTC
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MAKING SPIRITS BRIGHT

BY SHEBOYGAN COUNTY ROTARY CLUBS



DRIVING MAP

Enjoy music choreographed to the lights show. Tune to 89.1 FM on your car radio.

LIGHTS SHOW
Evergreen Park
3030 Calumet Drive



Thank you City of Sheboygan for all the support and in-kind contributions that help Making Spirits Bright be a success!

THANK YOU FOR YOUR SUPPORT!

We hear such heartwarming stories about how Making Spirits Bright has become part of your holiday traditions. And many of you make multiple visits! We welcome your comments on how to continue to enhance this event. Visitors who so generously donate pantry items and cash make the event the success it continues to be.

PO Box 441, Sheboygan, WI 53082-0441 www.MakingSpiritsBright.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc. 811 Madison Ave. Toledo, OH 43604	CONTACT NAME: Sara Humphries / Macy Gorrell		
	PHONE (A/C, No, Ext): (419) 259-2710	FAX (A/C, No): (419) 255-7557	
	E-MAIL ADDRESS: Rotary@hylant.com		
INSURED All Active U.S. Rotary Clubs & Districts Making Spirits Bright, Inc. ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Surplus Lines Ins		10172
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		G73578917 004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		G73578917 004	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Sheboygan, it's officers, employees and agents
828 Center Ave., Sheboygan, WI 53081

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson