

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of February, 2022 (the "Effective Date") by and between WATERTOWN RIVERFEST INC, a non-stock not for profit organization in Wisconsin. ("Watertown Riverfest Inc") and the CITY OF WATERTOWN, WISCONSIN (the "City").

RECITALS

WHEREAS, the City has taken on responsibility to cover the financial costs for an Annual Riverfest Celebration for 30 years by designating a committee to organize and host the event and setting up Fund 12 for payment of costs; and,

WHEREAS, the group of individuals that have been responsible for planning, scheduling, and budgeting the Annual Riverfest Celebration for the last 30 years have decided to retire; and,

WHEREAS, concerns have been raised about the ability to continue the Annual Riverfest Celebration when current projections show the event will create a substantial liability for the City under its current structure; and,

WHEREAS, Watertown Riverfest Inc wishes to carry on the Annual Riverfest Celebration on behalf of the City and is willing to take on responsibility and ownership of the event going forward; and,

WHEREAS, the City wishes Watertown Riverfest Inc to take on the responsibility and ownership of the Annual Riverfest Celebration.

NOW THEREFORE, the City and Watertown Riverfest Inc for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE I CITY'S OBLIGATIONS

1. Transfer of Funds. The City shall transfer the balance of Fund 12 funds designated for the Annual Riverfest Celebration to Watertown Riverfest Inc via check made payable to Watertown Riverfest Inc within 30 (thirty) days of this Agreement being finalized.

2. Special Event Application. The City shall cooperate with the Watertown Riverfest Inc in approving and setting up the special event under Watertown Ordinance Ch. 428.

3. Services Provided. In April of each year this Agreement is active, each City Department that provided services to assist in hosting the Annual Riverfest Celebration in the prior year shall meet with a designee from Watertown Riverfest Inc to discuss the services provided by the Department the prior year and the estimated cost associated with providing those services for the current year.

4. Transfer of Riverfest Logo and IP. The City hereby transfers and assigns any right, title, interest and goodwill in or associated with the Intellectual Property or proprietary rights associated with the Annual Riverfest Celebration logo, as it exists now or has existed in the past, to Watertown Riverfest Inc.

5. Dates Park Reserved. The City will not rent the Riverfest Grounds to any other organization or individual from the Monday before to the Monday after the 2nd (second) full weekend in August.

ARTICLE II WATERTOWN RIVERFEST INC'S OBLIGATIONS

1. Riverfest. Watertown Riverfest Inc shall accept all responsibility for planning, scheduling, and hosting the Annual Riverfest Celebration.

2. Application For Special Event Permit. Watertown Riverfest Inc shall apply for a special event permit for the event for 2023 on or before March 15, 2023. For each subsequent year Watertown Riverfest Inc shall apply for the special event permit on or before January 5 of each year. The Special Event Permit may be for up to 4 (four) days which will include the 2nd (second) full weekend in August for each year.

3. Application for Outdoor open Container Entertainment event Permit. Watertown Riverfest Inc. shall apply for an Outdoor Open Container Entertainment event permit under Watertown Ordinance § 428-8 on or before June 1 of each year the event proceeds.

4. Location. The Annual Riverfest Celebration shall be held in Riverside Park, which includes the volleyball area, the ball diamonds, the island, swimming pool and entire park area between Labaree Street and the Rock River from Boughton Street west up to and including the west playground area. This area shall be designated the Riverfest Grounds. A map of the Riverfest Grounds is attached hereto and incorporated by reference as Exhibit A.

5. Termination of Agreement. The Watertown Riverfest Inc. may terminate this Agreement by providing notice to the City of its desire to terminate this Agreement prior to submitting its application for special event license. Upon termination under this provision Watertown Riverfest Inc shall provide a statement of all revenue received and expenses incurred in fulfilling its obligations for hosting the Annual Watertown Riverfest Celebration. Any remaining funds shall be paid to the City of Watertown, or a 501(c)(3)

nonprofit organization approved by the City of Watertown, and which agrees to assume Watertown Riverfest Inc's obligations under this agreement.

ARTICLE III GENERAL PROVISIONS

1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

2. Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the parties hereto.

3. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, or electronically delivered via e-mail to the parties' respective addresses as set forth below:

To the City: Mayor Emily McFarland
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: emcfarland@cityofwatertown.org

Copy to: Atty. Steven T. Chesebro
City Attorney
City of Watertown
106 Jones Street
Watertown, WI 53094
E-mail: schesebro@cityofwatertown.org

To Watertown Riverfest Inc.: Watertown Riverfest Inc
Attention: Jonathan Lampe

E-mail: _____

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery; or (c) in the case of electronic delivery via e-mail, on the date when any such e-mail was sent. Each party may change the address to which notice must be given by delivery of written notice to the other parties in accordance with this Section.

4. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

5. Time of Essence. Time is of the essence.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7. Defaults; Litigation. No party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within 30 (thirty) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

8. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9. Authority to Sign. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

[Execution Page Follows]

This Agreement is executed this _____ day of February, 2023.

Watertown Riverfest Inc.

By: _____
Jonathan Lampe, President

Date: _____

CITY OF WATERTOWN

By: _____
Emily McFarland, Mayor

Date: _____

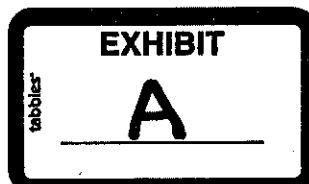
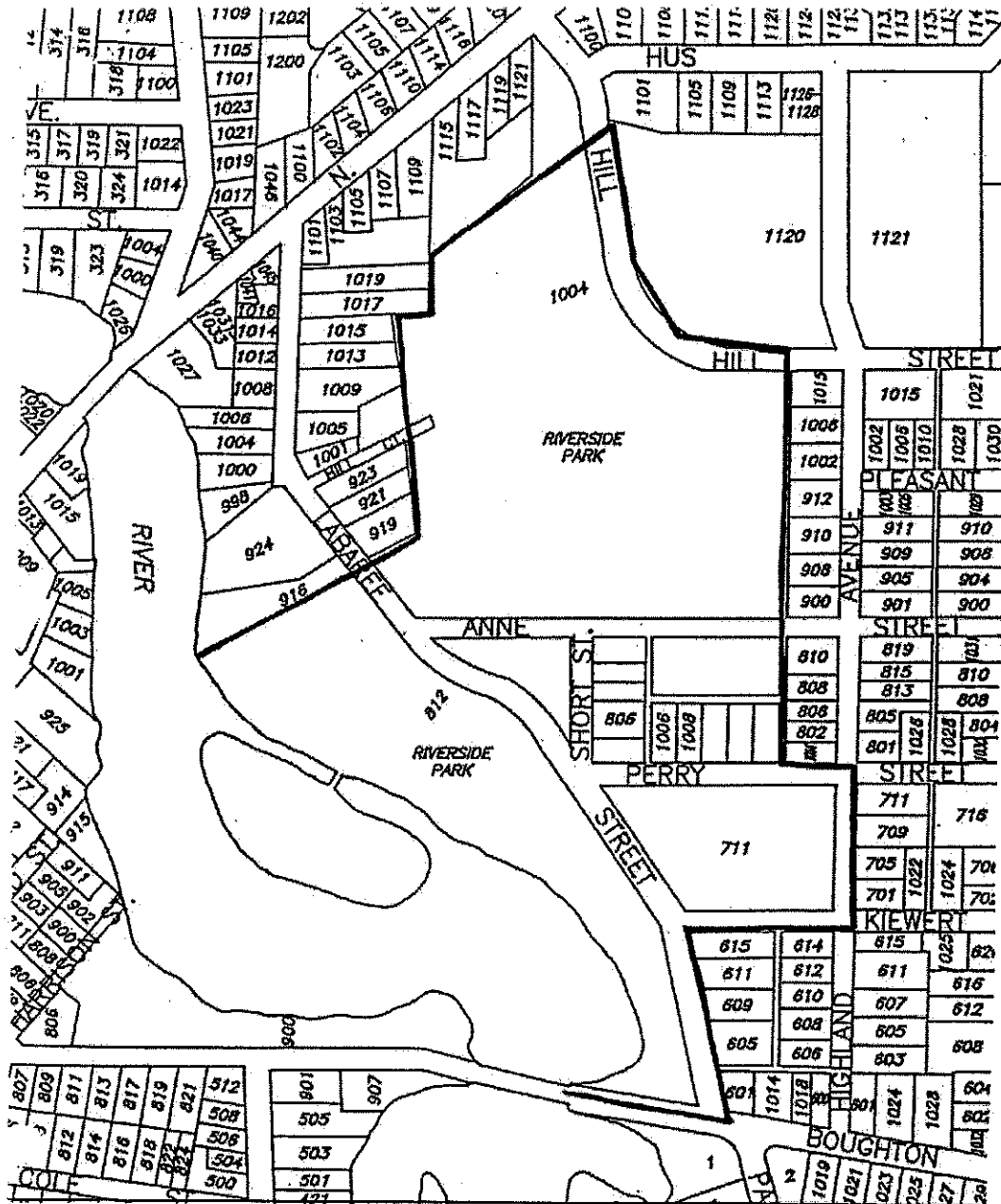
Attest: _____
Megan Dunneisen, City Clerk

Date: _____

PUBLIC EVENTS

428 Attachment 1

City of Watertown Riverfest Grounds Map



08 - 01 - 2016