



## WISCONSIN CENTER DISTRICT

License Agreement for Consumer Shows, Banquets and Public Entertainment  
Milwaukee, Wisconsin

User Contact | Dr. Deborah Bowling

Facility | Miller High Life Theatre and  
UW-Milwaukee Panther Arena

Account | Milwaukee Board of School Directors

Event Period | 4/27/20 - 5/1/20

Event | MPS Biennial Music Fest

Event # | 0000022827

Minimum License Fee | \$34,800.00

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Deposit/Payment Record:

First Amount Due: \$34,800.00

Due Date: 2/17/20

Insurance Record:

Date Due: 2/27/20

Date Sent:

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MPS Biennial Music Fest

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Consumer Shows, Banquets  
and Public Entertainment  
License Agreement

**BETWEEN:** Wisconsin Center District, 400 W Wisconsin Avenue, Milwaukee, WI 53203 (hereinafter called "WCD")

**AND:** Milwaukee Board of School Directors  
5225 West Vliet Street  
Milwaukee, WI 53208 (hereinafter called "USER")

The objective of the Wisconsin Center District is to provide maximum USER, exhibitor, and patron service at reasonable cost while, at the same time, recognizing its obligations to the citizens of Milwaukee in developing maximum use of the structure as a multi-purpose facility.

WCD hereby grants USER permission to use PREMISES, as defined in Paragraph A in the Facility (The buildings and improvements owned and/or operated by WCD including the UW-Milwaukee Panther Arena 400 West Kilbourn Avenue; The Miller High Life Theatre, 500 West Kilbourn Avenue and the Wisconsin Center, 400 West Wisconsin Avenue.) on the terms and provisions set forth in this Agreement, as referenced in Schedule A.

THIS LICENSE AGREEMENT MUST BE SIGNED AND RETURNED TO THE WCD BY: **February 7, 2020** IN ORDER TO RETAIN THE SPACE BEING HELD IN SCHEDULE A.

- A. WCD grants to USER permission to use certain portions of the Facility for the Event described in this Agreement and for no other purpose in the areas, for the time, dates and permitted uses and at the rates set forth in Schedule A in accordance with the rules and regulations governing to use the Facility as prescribed by WCD from time to time. The areas permitted to be used by User hereunder are hereinafter referred to as the "PREMISES".
- B. USER hereby covenants and agrees with WCD:
1. To pay to WCD at the times required herein or in Schedule A for the making of payments, all amounts due to WCD, including required Wisconsin Sales Tax (5.6%), for the use of PREMISES, for any additional services, accommodations, equipment, labor or materials furnished or rented to USER by WCD and for any damages determined in accordance with this Agreement, all in lawful money of the United States of America, company check or certified check.  
USER shall be bound by all directions, requests and orders given to WCD by persons with apparent authority including, without restriction, USER'S designated representative(s).  
Any unpaid amounts shall be invoiced or, if there are box office ticket sales, WCD shall have a lien on the box office receipts of USER at the time of settlement. USER agrees that upon notice of such lien, USER shall no longer have control or possession of these box office moneys until the unpaid amount is fully discharged with interest at the legal rate. An additional three percent (3%) shall be retained by WCD on all credit card ticket sales.  
All payments for equipment, labor and additional charges are due upon receipt of the invoice. Delinquent accounts will be charged one and one half (1½) percent of the remaining balance per month until balance is paid. All USER'S checks returned by a financial institution for any reason will be added to the post event billing and USER shall pay an additional \$30.00 handling fee per check.
  2. To abide by all rules and regulations set forth in Schedule B as well as the Event Manager's Sourcebook for the Wisconsin Center: <https://www.wisconsincenter.com/event-planner-information/#EventManagersSourcebook>  
UW-Milwaukee Panther Arena: <http://www.wcd.org/promoters/#TechnicalManuals>  
Miller High Life Theatre: <http://www.wcd.org/promoters/#TechnicalManuals>
  3. To comply with all laws of the United States, the State of Wisconsin, all ordinances of the City of Milwaukee and all rules and requirements of the police and fire departments or other municipal authorities of the City of Milwaukee.
  4. To obtain and pay for all necessary permits and licenses including but not limited to applicable music licenses such as ASCAP, BMI, SESAC and GMR.
  5. Should USER elect to issue or sell tickets for admission to the Event, WCD shall have the sole right to approve the method of

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distribution and/or sale of such tickets to ensure compliance with its third party ticket service provider license agreement.

6. To not knowingly do, nor suffer to be done, anything on the PREMISES during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of USER is called to any such violation on the part of USER or of any person employed by or admitted to the PREMISES by USER, its representatives, agents, subcontractors, guests or invitees, USER will immediately desist from or correct such violation.
  7. To obtain and pay for all copyrights, royalties, licenses, and similar charges with respect to the performances of the Event. USER warrants and represents to WCD it has the legal and contractual right to promote and produce the Event, including use of all pictures, videos, and other collateral for promoting and advertising the Event. USER shall indemnify, hold harmless, and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgments, and claims due to USER'S failure, negligence, misrepresentations or breach of contract with WCD or other third parties as it pertains to USER'S obligations in this paragraph.
  8. To arrange through WCD and pay for all door staff, floor supervisors, ushers, ticket takers, security, stagehands and other personnel that are required, in the discretion of WCD, to effectively and appropriately staff the PREMISES.
  9. To submit all floor plans for exhibits and meetings with detailed diagrams to WCD for approval by the WCD Event Services Department prior to space assignment or publication of any floor plans in USER'S materials, but not less than thirty (30) working days prior to the Event. Verification of total exhibit area utilized will be made on the first show day.
  10. To vacate the PREMISES at the end of the Event Period and surrender the PREMISES in the same condition as the commencement of the Event move-in date, ordinary use, wear and tear, and damage caused by fire or other casualty excepted.
  11. That if the function in any room extends beyond the specified number of hours indicated in Schedule A, USER agrees to pay the published rate pro-rated per hour or a fraction thereof.
  12. To not admit a larger number of persons than can safely and freely move about the PREMISES and the decision of WCD in this respect shall be final.
  13. To permit no chair or movable seat to be in or remain in the passageways and shall keep passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, halls, elevators, escalators or stairways or access to public utilities of the PREMISES shall be obstructed by USER or used for any purpose other than for ingress to and egress from the PREMISES. The doors, skylights, stairways or openings that reflect or admit light into any place in the Facility, and radiators and house lighting attachments shall not be covered or obstructed by USER unless approved by WCD in writing. The public toilets or other water apparatus shall not be used for any purpose other than that of which they were constructed.
  14. That all property belonging to USER that is in or on any part of the Facility shall be there at the risk of USER, and WCD shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Facility, except to the extent the accident is caused by the negligence or willful misconduct of WCD.
  15. WCD is not responsible for any property lost, stolen or damaged in the Facility before, during or after the Event, whether belonging to USER or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers. WCD reserves the right to remove from the Facility all items remaining therein after the Event and dispose of such items in a manner, which in the WCD's sole judgment, is deemed appropriate. WCD may, at its option, store such items in the Facility and charge USER a reasonable storage fee unless USER makes alternative arrangements with WCD for the disposal of the property. USER shall indemnify, hold harmless, and defend the WCD from any claims, losses or damage to any property that is removed under this Paragraph. USER shall also reimburse WCD for any costs and expenses incurred by WCD under this Paragraph.
  16. That except as may be otherwise specified herein, WCD retains the right to manage the Event and the Facility in the manner it deems consistent with good business judgment.
- C. WCD hereby covenants and agrees with USER:
1. To permit USER, upon the faithful performance terms of this Agreement, to peaceably and quietly have, hold and enjoy the use of the PREMISES for the term as set out in Schedule A hereto.
  2. To furnish, at WCD'S expense:
    - a. The initial set up and tear down including linen-topped-tables, chairs, skirted head table on risers and ice water service for the head tables (exhibit space/halls excluded). Changes to the initial set will be billed at Prevailing Rates.
    - b. Show office and support space when available.
    - c. Janitorial services to all common areas of the building, provided, however, USER shall be responsible for cleaning booths used for exhibits, it being the responsibility of WCD to clean aisles and other common areas only.
    - d. At USER'S request, one show management phone with outside dial access for local calls will be included with Consumer Shows and Public Shows using Exhibit Hall space for exhibits. Standard phone lines will be charged Prevailing Rates (local calls are included, long distance calls at Prevailing Rates).
    - e. Heating and air conditioning, when required by season, one hour prior to each Event and until the End Time each day as scheduled in Schedule A of this Agreement (excluding move-in and move-out dates). Lighting through existing fixtures from one hour prior to each day of the Event and until the End Time each day as defined in Schedule A of this Agreement.
    - f. All Exhibitor Utility orders are coordinated, processed and installed by WCD.
- D. It is mutually agreed by and between the parties hereto:
1. To abide by WCD'S rules and regulations as outlined in Schedule B.

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2. WCD reserves the right to display advertising and promotions, without limitation. Audiovisual promotions locations include:
  1. The video scoreboard, LED signage and concourse monitors and any future video monitors located inside the UW-Milwaukee Panther Arena
  2. Current video monitors (and any future video monitors) located inside and outside the Facilities.
3. Subject to USER'S consent, which may not be unreasonably withheld, WCD may relocate USER'S space in the Facility as long as WCD provides reasonable space to USER for USER'S use and that space has the approval of both parties.
4. USER agrees to follow Wisconsin Law which requires "non-resident" entertainers to file surety bonds or cash deposit if the total contracted price for performers in Wisconsin exceeds \$7,000.00. If a receipt from the State of Wisconsin is not in the USER's possession prior to the performance date, the WCD will be required to withhold Wisconsin non-resident tax from settlement as required by the State of Wisconsin.
5. WCD is responsible for compliance with Title II and Title III of the Americans with Disabilities Act of 1990 or as amended and all regulations thereunder as they may relate to permanent Facility access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility. USER is responsible for compliance with all applicable laws and regulations relating to non-permanent accessibility requirements such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired and mobility impaired.
6. Indemnify, hold harmless and defend the other party from any and all claims, actions, damages, liabilities and expenses (including reasonable attorney fees) in connection with loss of life, personal injury and/or property damage to the extent the same is caused by the negligence or willful misconduct of the indemnifying party or its agents, employees, contractors, representatives, guests or invitees. The obligations of the indemnifying party hereunder shall survive the termination of this Agreement.
7. That in the event that either party hereto is delayed or prevented from the performance of any act hereunder because of war, riot, public emergency or calamity, Terrorism, unavailability of repair parts or materials, defects in the Premises, strike, lockout, labor disturbance, fire, failure of power, interruption of transportation services, inclement weather, earthquake, lightning, flood, Acts of God, restrictive governmental laws, regulations, order or decrees or other reasons beyond a party's reasonable control ("Force Majeure"); neither party shall be obligated to the other party for any losses or costs incurred by either party as a result of the Force Majeure.
8. The License Period shall not be extended. In the event of a cancellation due to Force Majeure, the parties shall make reasonable efforts to reschedule the Event(s) to a mutually acceptable time and WCD shall retain all deposits and other funds in its possession and apply the same to the rescheduled Event(s).
9. In the event that USER cancels this Agreement on or before the date which is 24 months prior to the first day of the License Period, then WCD will refund any deposits in its possession and neither party shall have any further rights or obligations hereunder. In the event that (a) USER cancels this Agreement within the period of 24 months prior to the first day of the License Period except as a result of Force Majeure, or (b) USER fails to pay the Minimum License Fee or any charge due hereunder when due or (c) USER fails to perform any of the other terms of this Agreement to be performed by USER, then WCD may, upon notice to USER, terminate this Agreement and/or re-enter and recover possession of the PREMISES and WCD may retain any deposits in its possession and USER shall not be released from its obligation to pay the entire unpaid balance of the fees and charges under this Agreement when due. Prevailing party shall be entitled to all costs, expenses and reasonable attorney fees that may be incurred or paid by such party in enforcing the covenants and provisions of this Agreement or in collecting any amounts due hereunder.
10. This Agreement together with Schedule A and B, Amendment #1, and Exhibit A contains all the terms and conditions agreed upon by the parties to this Agreement and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No other exhibits, riders or attachments are of any force or effect or shall not in any way modify or amend the terms and conditions of this Agreement unless such exhibit or amendment is executed by both parties. If any term, provision or condition of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby and shall remain in full force.
11. All terms and conditions of this Agreement shall be binding upon the parties, their successors, heirs and assigns, and cannot be amended, varied or waived by any oral representation or otherwise. All amendments to this Agreement shall be in writing and shall be signed by the duly authorized representatives of USER and WCD. No assignment of this Agreement by USER shall be valid without the written consent of WCD.
12. This Agreement shall be binding upon the parties and the dates of the Event shall be confirmed only upon execution of this Agreement by both parties.
13. Each individual executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute this Agreement on behalf of USER and that this Agreement is binding upon USER without the joinder or approval of any other person.
14. This Agreement and any amendments thereto, to the extent signed and delivered by means of an electronic transmission (including but not limited to facsimile and email of a PDF signature), shall be treated in all respects as an original agreement and shall be considered to have the same binding effect as if it were an original signed version thereof delivered in person.

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**USER: Milwaukee Board of School Directors**

**WCD: Wisconsin Center District**

By:

By:

USER's Signature

Martin Brooks, President & CEO

USER Printed

Date

USER's Title

Date

**SCHEDULE A**

Sales Rep: Doug Johnson  
 Email: djohnson@wcd.org

Contact: Dr. Deborah Bowling  
 Phone: (414) 475-8865

WCD grants to USER permission to use certain portions of the Facility for the Event described in this Agreement and for no other purpose in the areas, only for the period of time set forth in this Agreement and on the dates and at the rates set forth in Schedule A.

**Areas to be Licensed in the Miller High Life Theatre and UW-Milwaukee Panther Arena:**

Date	Start	End	Function	Room	Fee
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Arena (entire)	Included
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Kilbourn Hall	Included
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Kilbourn Rotunda	Included
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Plankinton Hall	Included
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Theatre Rotunda	Included
April 27, 2020 (Mon)	6:00 AM	11:59 PM	Move In	Theatre Ticket Lobby	Included
April 28, 2020 (Tue)	12:00 AM	11:59 PM	Concert	Arena (entire)	\$7,200.00
April 28, 2020 (Tue)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Hall	Included
April 28, 2020 (Tue)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Rotunda	Included
April 28, 2020 (Tue)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Plankinton Hall	Included
April 28, 2020 (Tue)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Rotunda	Included
April 28, 2020 (Tue)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Ticket Lobby	Included
April 29, 2020 (Wed)	12:00 AM	11:59 PM	Practice/Rehearsal	Arena (entire)	\$13,800.00
April 29, 2020 (Wed)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Hall	Included
April 29, 2020 (Wed)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Rotunda	Included

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April 29, 2020 (Wed)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Plankinton Hall	Included
April 29, 2020 (Wed)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Rotunda	Included
April 29, 2020 (Wed)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Ticket Lobby	Included
April 30, 2020 (Thu)	12:00 AM	11:59 PM	Concert	Arena (entire)	\$13,800.00
April 30, 2020 (Thu)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Hall	Included
April 30, 2020 (Thu)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Kilbourn Rotunda	Included
April 30, 2020 (Thu)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Plankinton Hall	Included
April 30, 2020 (Thu)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Rotunda	Included
April 30, 2020 (Thu)	12:00 AM	11:59 PM	MPS Biennial Music Fest	Theatre Ticket Lobby	Included
May 01, 2020 (Fri)	12:00 AM	11:59 PM	Move Out	Arena (entire)	Included

**Minimum License Fee:** \$34,800.00

**Estimated Labor and Equipment Costs** \$100,148.57  
 (Reference Exhibit A)

**Clauses**

Licensed Space listed above includes decorator, exhibitor and audiovisual move in and move out.

Reference Schedule B for Prevailing Rates for labor.

Proof of general liability insurance is required, with Wisconsin Center District listed as additional insured. The minimum amount of insurance is million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate

Optional to USER: Live Video Package \$3,500.00: Includes two (2) Image Magnification (Imag) cameras, equipment, production and labor. Written notice must be received at WCD no less than 14 days prior to the performance if USER decides to use the Live Video Projection Package.

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Payment Schedule

Deposit Type	Due Date	Amount Due
First Deposit	2/17/20	\$34,800.00

**Deposits are non-refundable** except in cases where WCD is unable to deliver possession of the PREMISES in the Facility or except with **written notice of cancellation twenty four (24) months** prior to the first day of the License Period.

Please remit to:

Wisconsin Center District, 400 W Wisconsin Ave, Milwaukee WI 53203

Reminders

[2/27/20] Insurance certificate is due

**USER: Milwaukee Board of School Directors**

**WCD: Wisconsin Center District**

By:

By:

USER's Signature

Martin Brooks, President & CEO

USER Printed

Date

USER's Title

Date

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**SCHEDULE B**

**RULES AND REGULATIONS GOVERNING USE OF WISCONSIN CENTER DISTRICT FACILITIES**

**1. Labor**

USER agrees to reimburse WCD at the Prevailing Rates for all labor not included in the Minimum License Fee. Contracted personnel may include International Alliance of Theatrical Stage Employees, Local 18, Chicago & Midwest Regional Jt. Board, Workers United, Local #122 and Service Employees International Union. Guest Services staff, Floor Supervisors,; ticket takers and ushers to seat people are required and will be provided at the Prevailing Rates. Exterior doors that are not staffed cannot be opened.

Prevailing Rates frequently charged are listed below. WCD shall make every attempt to schedule labor on a multiple job basis to ensure work is done on regular time. The rates set forth in this Section are subject to applicable contract provisions, minimum calls and premiums. (All rates subject to change on a periodic basis on or after January 1st.

**2020 Labor Rates**

	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Cleaning	\$45.00	\$68.00
Dock Staff	\$27.00	\$41.00
Electricians	\$97.00	\$146.00
Engineers	\$97.00	\$146.00
Guest Service	\$26.00	\$39.00
Floor Supervisor	\$28.00	\$42.00
Maintenance	\$50.00	\$75.00

Stagehands: Rates determined by skills required, contact Event Services Manager, if estimate needed.

**2. Electrical Services**

All electrical service in the Wisconsin Center Foyers will be provided at Prevailing Rates excluding service used by WCD's preferred audio visual vendor. Electrical service to exhibitors will be provided at Prevailing Rates at any location in WCD's Facilities. Exhibitors may plug in their own connections. All electrical service in the Miller High Life Theatre or the UW-Milwaukee Panther Arena will be supplied at the current Prevailing Rates.

**3. Promotion**

The individual buildings owned and operated by WCD are the UW-Milwaukee Panther Arena, Miller High Life Theatre, and Wisconsin Center. When reference is made to a particular building in all print and broadcast materials associated with the Event, use "the Wisconsin Center, 400 West Wisconsin Avenue" "the UW-Milwaukee Panther Arena, 400 West Kilbourn Avenue" and "the Miller High Life Theatre, 500 West Kilbourn Avenue."

**4. Public Sale of Tickets**

Should USER elect to issue or sell tickets to the general public for admission to the Event, WCD shall have the sole right to approve the method of distribution and/or sale of such tickets to ensure compliance with its third party ticket service provider license agreement.

**5. Audio Visual Operation, Broadcast Rights, & Electronic Transmission**

Audio visual services can be provided by WCD's preferred in-house audio visual vendor. If USER is using an outside vendor, USER will be charged



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for electrical power, patch fees, Ballroom hanging points and any equipment at Prevailing Rates. Contact your event manager for current rates. Airwall hangers must be approved by WCD.

In consideration for WCD granting rights for any commercial video/audio recording, web cast or live broadcast of any event from a WCD Facility, USER is responsible for an origination fee at Prevailing Rates based upon the support services requested of and supplied by WCD. Any commercial video, web cast or broadcast created shall contain credits referencing WCD. WCD, with USER'S permission, may copy this recording or broadcast for archival purposes. Any deviation from the policy above must be approved in writing by WCD. Both parties, prior to installation, must sign a written estimate.

During all events and at all WCD Facilities, WCD reserves the right to display advertising and promotions, without limitation. Audiovisual promotions locations include:

- a. The video scoreboard, LED signage and concourse monitors and any future video monitors located inside the UW-Milwaukee Panther Arena
- b. Current video monitors (and any future video monitors) located inside and outside the Facilities.

USER shall not interfere with, block, shield, remove, tamper with, or otherwise disturb any advertising or promotions in any WCD facilities unless express written consent is received from WCD.

#### **6. Decorations, Signs and Balloons**

No sign, banner, poster, decal, stencil, mural or other promotional materials may be taped, nailed, stapled, fastened, adhered, painted, or otherwise affixed to any surface without the express written consent of WCD. Damages resulting from these practices will be charged to USER. Helium balloons, glitter and confetti are prohibited in the Facility without the express written consent of WCD. Signs containing commercial advertising messages (other than signs within the booths or spaces of exhibitors) must be approved by WCD prior to being displayed at USER's event. Free standing signs, banners, decorations and similar promotional materials are permitted provided they do not cause a traffic or fire hazard.

#### **7. Defacement of Facility**

USER shall not injure, mar, or in any manner deface the Facility and/or its contents or cause or permit the same to be done. USER will not drive or permit to be driven any nails, hooks, tacks, or screws into any portion of the Facility, and shall not make nor allow to be made any alterations of any kind in the Facility.

#### **8. Food and Beverage**

WCD reserves the right to designate areas to sell concessions and novelty items in the Facility (if applicable provisions apply, they shall be stated in Schedule A of this Agreement).

WCD's food service contractor is solely authorized to provide food and beverage service within the Facility and will issue their own contract with advance payment requirements to the USER at a later date. No other company or individual is permitted to bring food or beverage products into the Facility to be sold, given away, or used without the written consent of WCD. Only sample sized products will be permitted if the products are manufactured or distributed by the Exhibitor. Should WCD provide written consent authorizing USER to alternatively arrange for food and beverage service, and neither WCD nor its food service contractor have sole control over such alternatively arranged for food and beverage service, then USER shall indemnify, hold harmless, and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgements, and claims, if any, arising from such service.

#### **9. Insurance**

The USER shall procure and maintain in full force and effect during the term of this Agreement commercial general liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate. Such coverage shall be of the "occurrence" type and may be satisfied by umbrella coverage. USER shall also maintain in full force and effect during the term of this Agreement

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workers compensation insurance as required by law and all other insurance coverage of which WCD advises USER in writing at least 30 days prior to move-in. If USER fails to comply with any of the insurance requirements set forth in this Section, WCD shall have the right to purchase and maintain the required insurance for and in the name of USER at USER's expense and USER shall furnish WCD all necessary information for such purpose. WCD assumes no responsibility to USER in the event that the limits for insurance set forth in this Section are not adequate or coverage is not properly obtained.

The USER'S insurance coverage shall be provided by an insurance carrier or carriers licensed to conduct business in the State of Wisconsin and shall be acceptable in form and substance to WCD. Not less than sixty (60) days prior to the move-in date set forth in Schedule A, USER shall provide WCD with evidence of insurance naming WCD as an additional insured on a primary and non-contributory basis, and requiring ten (10) working days written notice from the insurance carrier prior to cancellation or any change in coverage, scope or amount of the policy or policies. Any exclusions other than the customary and ordinary Commercial General Liability exclusions must be listed or attached to the insurance certificate. Upon request, USER shall furnish to WCD a copy of any and all policies required to be obtained by USER hereunder.

**10. Furniture**

USER acknowledges that furniture in any common area, pre-function area or green room may not be removed from its intended location without the express written consent of WCD.

**11. Equipment rentals and services**

Items and services not listed must be ordered in writing and will be provided to USER at WCD's sole discretion, and USER shall pay all additional costs for labor and equipment at the Prevailing Rates.

**12. Security**

WCD contracts with an approved, licensed, insured, professional public safety company to assure a safe and secure environment for USER and USER's event commencing with the event move-in and continuing until the conclusion of move-out. WCD reserves the right to determine staffing levels of public safety and medical EMTs (Emergency Medical Technicians) at USER's expense.

WCD shall have the right, at its sole discretion, to determine minimum event security coverage. USER shall provide to WCD no less than thirty (30) days in advance of its event all pertinent event information necessary in the development of a security plan including descriptions of the events, participants and attendees.

WCD reserves the right to eject any objectionable person or persons from the Facility. USER hereby waives any and all right and claims for damages as a result of exercising this right.

Possession of firearms on the Premises is not permitted other than by authorized licensed Local, State and Federal law enforcement personnel. Any unauthorized person found to possess a weapon in or adjacent to the Facility may be arrested and prosecuted to the fullest extent of the law.

**13. WCD Neighborhood**

WCD is a smoke and tobacco-free neighborhood. All forms of smoking and the use of tobacco products, including vaping, chewing tobacco and e-cigarettes, are prohibited inside the facilities (Wisconsin Center, UW-Milwaukee Panther Arena and Miller High Life Theatre) and anywhere on property including the surrounding sidewalks and parking lot.

The use of drones in the WCD Neighborhood is prohibited without the express written consent of the WCD and is subject to any governing state, local or national authorities.

**14. Use and Operation**

The Premises and the keys shall, at all times, be under the charge and control of WCD. USER shall not permit the Premises to be used for any other purpose other than that set forth in Schedule A of this Agreement. WCD reserves the right to require USER to stop any improper use of the Premises.

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USER shall obtain written authorization by the Milwaukee Building Inspection Department and WCD when bringing into the Facility any flammable, radioactive, hazardous or toxic material, waste or substance (collectively "Hazardous Substances"). If the WCD's consent is granted, USER shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and in a manner which is safe and does not contaminate the Facility. USER shall be responsible for the cost of any required repairs, remediation or clean-up to the Facility arising out of the use, handling, storage, disposal or release of any Hazardous Substances by USER, its employees, agents, representatives, contractors, suppliers, members, guests, patrons, invitees and customers.

Gasoline-powered operating equipment is prohibited in the Wisconsin Center. All motorized equipment must be powered by propane or electrical power. Propane cylinders must be stored outdoors in the designated loading dock racks.

**15. Management Discretion**

Except as may be otherwise specified herein, WCD retains the right to manage the Event and the Facility in the manner it deems consistent with good business judgment.

Milwaukee Board of School Directors  
 MPS Biennial Music Fest

Event #: 0000022827

Exhibit A

**Preliminary Cost Estimate**

*This may not be a complete cost estimate. Please contact your EVS manager for a full estimate.*



**Account:** Milwaukee Public Schools  
**Event:** MPS Biennial Music Fest (0000022827)  
**Date:** 04/27/2020 - 05/01/2020

Audio Visual										
Date	Time	Item/Room		Qty	Price	Subtotal	Discount	Labor Fees	Tax	Total
4/27/2020	06:00A-11:59P	CTI Order	CTI Audio Visual Estimate - see separate CTI Quote	1 Event	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
<b>Audio Visual Totals</b>						<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>

Box Office										
Date	Time	Item/Room		Qty	Price	Subtotal	Discount	Labor Fees	Tax	Total
4/29/2020	04:00P-08:00P	Cashier		2 x 4 Hour	\$27.00	\$216.00	\$0.00	\$0.00	\$0.00	\$216.00
4/30/2020	04:00P-08:00P	Cashier		2 x 4 Hour	\$27.00	\$216.00	\$0.00	\$0.00	\$0.00	\$216.00
<b>Box Office Totals</b>						<b>\$432.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$432.00</b>

Guest Services										
Date	Time	Item/Room		Qty	Price	Subtotal	Discount	Labor Fees	Tax	Total
4/27/2020	08:30A-05:30P	UWMPA Floor Supervisor		1 x 9 Hour	\$28.00	\$252.00	\$0.00	\$0.00	\$0.00	\$252.00
4/27/2020	09:00A-05:00P	UWMPA Pass Gate		1 x 8 Hour	\$26.00	\$208.00	\$0.00	\$0.00	\$0.00	\$208.00
4/28/2020	08:00A-04:00P	UWMPA Floor Supervisor		1 x 8 Hour	\$28.00	\$224.00	\$0.00	\$0.00	\$0.00	\$224.00
4/28/2020	08:30A-03:00P	MHLT Kilbourn		1 x 6 Hour	\$26.00	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
4/28/2020	08:30A-03:00P	MHLT Roamer		1 x 6 Hour	\$26.00	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00
4/28/2020	08:30A-03:00P	UWMPA Annex		1 x 7 Hour	\$26.00	\$169.00	\$0.00	\$0.00	\$0.00	\$169.00
4/28/2020	08:30A-03:00P	UWMPA Directional		2 x 6 Hour	\$26.00	\$312.00	\$0.00	\$0.00	\$0.00	\$312.00
4/28/2020	08:30A-03:00P	UWMPA Lower Pass Gate		1 x 7 Hour	\$26.00	\$169.00	\$0.00	\$0.00	\$0.00	\$169.00
4/29/2020	07:30A-05:00P	UWMPA Floor Supervisor		1 x 10 Hour	\$28.00	\$266.00	\$0.00	\$0.00	\$0.00	\$266.00
4/29/2020	08:00A-09:30P	UWMPA Pass Gate		1 x 14 Hour	\$26.00	\$351.00	\$0.00	\$0.00	\$0.00	\$351.00
4/29/2020	09:00A-01:30P	MHLT Roamer		1 x 5 Hour	\$26.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00
4/29/2020	09:00A-01:30P	UWMPA Ticket Taker		1 x 5 Hour	\$26.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00
4/29/2020	04:00P-08:00P	UWMPA Parking Lot		1 x 4 Hour	\$27.00	\$108.00	\$0.00	\$0.00	\$0.00	\$108.00
4/29/2020	04:30P-09:00P	UWMPA Ticket Taker		7 x 5 Hour	\$26.00	\$819.00	\$0.00	\$0.00	\$0.00	\$819.00
4/29/2020	05:00P-09:00P	MHLT Roamer		1 x 4 Hour	\$26.00	\$104.00	\$0.00	\$0.00	\$0.00	\$104.00
4/29/2020	05:00P-09:00P	UWMPA Directional		1 x 4 Hour	\$26.00	\$104.00	\$0.00	\$0.00	\$0.00	\$104.00
4/29/2020	05:00P-09:00P	UWMPA Usher		15 x 4 Hour	\$26.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$1,560.00
4/29/2020	05:00P-09:30P	UWMPA Floor Supervisor		2 x 5 Hour	\$28.00	\$252.00	\$0.00	\$0.00	\$0.00	\$252.00
4/29/2020	05:00P-10:00P	UWMPA Floor Supervisor		1 x 5 Hour	\$28.00	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00
4/30/2020	07:30A-05:00P	UWMPA Floor Supervisor		1 x 10 Hour	\$28.00	\$266.00	\$0.00	\$0.00	\$0.00	\$266.00
4/30/2020	08:00A-09:30P	UWMPA Pass Gate		1 x 14 Hour	\$26.00	\$351.00	\$0.00	\$0.00	\$0.00	\$351.00
4/30/2020	09:00A-01:30P	MHLT Roamer		1 x 5 Hour	\$26.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00
4/30/2020	09:00A-01:30P	UWMPA Ticket Taker		1 x 5 Hour	\$26.00	\$117.00	\$0.00	\$0.00	\$0.00	\$117.00

**Milwaukee Board of School Directors**  
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Event #: 0000022827

4/30/2020	04:00P-08:00P	UWMPA Parking Lot		1 x 4 Hour	\$27.00	\$108.00	\$0.00	\$0.00	\$0.00	\$108.00
4/30/2020	04:30P-09:00P	UWMPA Ticket Taker		7 x 5 Hour	\$26.00	\$819.00	\$0.00	\$0.00	\$0.00	\$819.00

<b>Stagehands</b>										
<u>Date</u>	<u>Time</u>	<u>Item/Room</u>		<u>Qty</u>	<u>Price</u>	<u>Subtotal</u>	<u>Discount</u>	<u>Labor Fees</u>	<u>Tax</u>	<u>Total</u>
4/29/2020	07:30A-10:00P	Standard Hand Performance Call	Performance (3 hr)	1 Performance	\$103.51	\$103.51	\$0.00	\$0.00	\$0.00	\$103.51
4/29/2020	07:30A-10:00P	Standard Hand Performance Call	Rehearsal (3 hr)	1 Performance	\$103.51	\$103.51	\$0.00	\$0.00	\$0.00	\$103.51
4/30/2020	07:30A-10:00P	House Light Operator	Additional hours on performance	1 x 2 Hour	\$24.64	\$49.28	\$0.00	\$0.00	\$0.00	\$49.28
4/30/2020	07:30A-10:00P	House Light Operator Performance Call	Performance (3 hr)	1 Performance	\$109.06	\$109.06	\$0.00	\$0.00	\$0.00	\$109.06
4/30/2020	07:30A-10:00P	Standard Hand	Additional hours on performance	1 x 2 Hour	\$21.18	\$42.36	\$0.00	\$0.00	\$0.00	\$42.36
4/30/2020	07:30A-10:00P	Standard Hand Performance Call	Performance (3 hr)	1 Performance	\$103.51	\$103.51	\$0.00	\$0.00	\$0.00	\$103.51
5/1/2020	08:00A-02:00P	Ground Rigger		2 x 6 Hour	\$27.87	\$334.44	\$0.00	\$0.00	\$0.00	\$334.44
5/1/2020	08:00A-02:00P	Standard Hand		8 x 6 Hour	\$21.18	\$1,016.64	\$0.00	\$0.00	\$0.00	\$1,016.64
5/1/2020	08:00A-02:00P	Steward/Technical Lead		1 x 6 Hour	\$23.32	\$139.92	\$0.00	\$0.00	\$0.00	\$139.92
5/1/2020	08:00A-02:00P	Up Rigger (Theatre/Arena)		4 x 6 Hour	\$32.69	\$784.56	\$0.00	\$0.00	\$0.00	\$784.56
<b>Stagehands Totals</b>						<b>\$8,742.41</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,742.41</b>

<b>Video Production</b>										
<u>Date</u>	<u>Time</u>	<u>Item/Room</u>		<u>Qty</u>	<u>Price</u>	<u>Subtotal</u>	<u>Discount</u>	<u>Labor Fees</u>	<u>Tax</u>	<u>Total</u>
4/27/2020	06:00A-11:59P	Scoreboard Systems (house audio only)	Use of Scoreboard	1 Each	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
<b>Video Production Totals</b>						<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>

	<u>Subtotal</u>	<u>Discount</u>	<u>Labor Fees</u>	<u>Tax</u>	<u>Total</u>
<b>EVENT TOTALS</b>	<b>\$100,148.57</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100,148.57</b>

The above information is the current estimate for your event. To be able to guarantee services and staffing we need to you to sign off on this estimate and return to your EVS Manager 14 days prior to the move in of your event. We understand that you will have event changes, this is just a starting point for us to work with. Please also note that estimate does not include contracted food and beverage services.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_

Date \_\_\_\_\_

**Milwaukee Board of School Directors**  
**MPS Biennial Music Fest**

Event #: 0000022827

**DEFINITIONS**

CLEANING – personnel perform daily general cleaning of the Facilities. Upon request, booth cleaning, changeover cleaning and housekeeping services.

COMMERCIAL VIDEO, WEB CAST OR BROADCAST – The ability to yield or make a profit from a video, web cast or broadcast.

ELECTRICIAN – personnel exclusively responsible for all electrical service connections and the installation and dismantling of anything that uses electricity as a power source.

ENGINEER – personnel exclusively responsible for the installation of all utility connections to exhibits, climate control within the Facilities, maintaining HVAC, plumbing and other mechanical systems.

EVENT DATE - Dates held for the functions described in Schedule A. The actual dates of meetings, conventions, trade shows, etc. not including move in and move out dates.

EVENT PERIOD - Dates held for the functions described in Schedule A. The actual dates of meetings, conventions, trade shows, etc. including move in and move out dates.

EVENT MANAGER'S SOURCEBOOK - The procedures manual describing the policies, rules and regulations of WCD.

GUEST SERVICES - WCD personnel hired to provide the following services based on the USER's Agenda:

1. Floor Supervisors: Manage Dock, Door, Badge Checking, Ushering and Ticket Taking Staff. Oversee the opening and closing of the Premises.
2. Door Staff: Control access to Facility entrances based upon USER's selection of points of entry.
3. Dock Staff: Control access to Facility loading docks, direct traffic and monitor access within dock areas.
4. Badge Checkers: Control access to rooms, foyers and concourses within the Premises.
5. Ticket Takers: Control access to a ticketed Event within the Premises.
6. Ushers: Control access, provide information and direction during ticketed, reserve seat Events within the Premises. (Catered Events excluded).
7. Cashiers: exclusively responsible for all ticket sales.

**Milwaukee Board of School Directors**  
**MPS Biennial Music Fest**

Event #: 000022827

LICENSE PERIOD - Time specified for Event move-in, Event, and Event move-out in Schedule A.

MAINTENANCE – Personnel perform set up/tear down and room change-overs.

MINIMUM CALL - Minimum hours required if labor is not on the Premises and must be called in strictly for an Event and there are no other activities in the Facility, generally four (4) hours.

NEIGHBORHOOD – Consists of the Facility and anywhere on the property including the surrounding sidewalks and parking lot.

NET SQUARE FOOTAGE - Consists of the actual commercial display area used less normal aisles and corridors.

OVERTIME - Any labor time that WCD is required by the appropriate labor contract to pay as overtime.

PERSONAL PROPERTY - Any items or equipment brought into the Premises by the USER, its agents, employees, or exhibitors.

PREMISES - The areas described in Schedule A of this License Agreement.

PREVAILING RATES - The rates charged the USER for labor, services, and equipment as established by WCD. Prevailing Rates are subject to periodic adjustments on or after January 1st of each year.

REGULAR TIME - In general any eight (8) hour shift that is compensable at standard rates subject to the terms of the appropriate labor contract.

TERRORISM - As used as a condition of Force Majeure, shall include the declaration and/or issuance by the United States Department of Homeland Security or other Federal entities of an alert status which would prohibit or restrict travel to, or public assembly in, the Facility or the Milwaukee metropolitan area by more than fifty percent (50%) of the planned attendees of the Event.

USER - The person, company or organization described in Schedule A of this License Agreement; the insured, if applicable to Event.

WISCONSIN CENTER DISTRICT - The Wisconsin Center District is the owner and operator, with designated representatives, of the Facilities. WCD's Administrative Office and mailing address is 400 West Wisconsin Avenue, Milwaukee, WI 53203

## AMENDMENT #1 TO AGREEMENT

Purchase Requisition Number: CR049290  
Contract Number: C029313  
Vendor Number: V0626554

This amendment to the License Agreement for Event Number 0000022827 is made and entered into by a representative of the Wisconsin Center District and the entity described as USER. All previous items and conditions set forth in the License Agreement are applicable and will now include:

Section B 7 shall be deleted and replaced with the following:

To obtain and pay for all copyrights, royalties, licenses, and similar charges with respect to the performances of the Event. USER warrants and represents to WCD it has the legal and contractual right to promote and produce the Event, including use of all pictures, videos, and other collateral for promoting and advertising the Event. USER shall indemnify, hold harmless, and defend **to the extent permitted by the laws of the state of Wisconsin, including, but not limited to WI Statutes 893.80 and 895.46**, with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgments, and claims due to USER'S failure, negligence, misrepresentations or breach of contract with WCD or other third parties as it pertains to USER'S obligations in this paragraph.

Section B 15 shall be deleted and replaced with the following:

WCD is not responsible for any property lost, stolen or damaged in the Facility before, during or after the Event, whether belonging to USER or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers. WCD reserves the right to remove from the Facility all items remaining therein after the Event and dispose of such items in a manner, which in the WCD's sole judgment, is deemed appropriate. WCD may, at its option, store such items in the Facility and charge USER a reasonable storage fee unless USER makes alternative arrangements with WCD for the disposal of the property. USER shall indemnify, hold harmless, and defend **to the extent permitted by the laws of the state of Wisconsin, including, but not limited to WI Statutes 893.80 and 895.46** the WCD from any claims, losses or damage to any property that is removed under this Paragraph. USER shall also reimburse WCD for any costs and expenses incurred by WCD under this Paragraph.

Section D 6 shall be deleted and replaced with the following:

To the fullest extent permitted by law, indemnify, hold harmless and defend **to the extent permitted by the laws of the state of Wisconsin, including, but not limited to WI Statutes 893.80 and 895.46** the other party from any and all claims, actions, damages, liabilities and expenses (including reasonable attorney fees) in connection with loss of life, personal injury and/or property damage to the extent the same is caused by the negligence or willful misconduct of the indemnifying party or its agents, employees, contractors, representatives, guests or invitees. The obligations of the indemnifying party hereunder shall survive the termination of this Agreement.

Schedule B Section 8 shall be deleted and replaced with the following:

WCD reserves the right to designate areas to sell concessions and novelty items in the Facility (if applicable provisions apply, they shall be stated in Schedule A of this Agreement).

WCD's food service contractor is solely authorized to provide food and beverage service within the Facility and will issue their own contract with advance payment requirements to the USER at a later date. No other company or individual is permitted to bring food or beverage products into the Facility to be sold, given away, or used without the written consent of WCD. Only sample sized products will be permitted if the products are manufactured or distributed by the Exhibitor. Should WCD provide written consent authorizing USER to alternatively arrange for food and beverage service, and neither WCD nor its food service contractor have sole control over such alternatively arranged for food and beverage service, then USER shall indemnify, hold harmless, and defend **to the extent permitted by the laws of the state of Wisconsin, including, but not limited to WI Statutes 893.80 and 895.46** with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgements, and claims, if any, arising from such service.

Schedule B Section 9 shall be deleted and replaced with the following:

USER is self-insured.



Please sign and return by 2/7/20:

**User: Milwaukee Board of School Directors**

By:

\_\_\_\_\_  
USER's Signature

\_\_\_\_\_  
USER's Printed Name

\_\_\_\_\_  
USER's Title

\_\_\_\_\_  
Date

**WCD: Wisconsin Center District**

By:

\_\_\_\_\_  
Martin Brooks, President & CEO

\_\_\_\_\_  
Date