

AMENDMENT TO VENDOR PERMIT AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
SPRECHER BREWING COMPANY, INC.

This Amendment to the Vendor Permit Agreement (this “Amendment”) is hereby entered into as of this 1st day of September, 2016 (the “Effective Date”), by and between MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the “DPRC”) and SPRECHER BREWING COMPANY, INC. (“Sprecher”). Sprecher and the DPRC shall constitute the parties (“Parties”) to this Amendment.

WITNESSETH:

WHEREAS, the DPRC and Sprecher intended to enter into a Vendor Permit Agreement (the “Agreement”) dated March 23, 2015 pursuant to which the Parties would partner in the operation of a traveling beer garden concession throughout the Milwaukee County Parks System (Parks). A copy of that Agreement is attached hereto; and

WHEREAS, the Parties recognize that certain Agreement was never signed by County; and

WHEREAS, the Parties performed under that certain Vendor Permit Agreement according to its terms and conditions as if it had been fully executed and wish to extend the same terms and conditions through December 31, 2022; and

WHEREAS, the national award winning traveling beer garden is the envy of other beer garden operators for its uniqueness, broad coverage of the region, media exposure for both Parties, and sales volume; and

WHEREAS, DPRC has expanded the Sprecher brand to other venues in the Parks.

NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS:

1. **TERM.** Section 2 shall be replaced by the following language: The Parties hereby extend the Agreement term until December 31, 2022.
2. **EQUIPMENT.** Section 1.2 shall be replaced by the following language: For each Concession, Sprecher shall provide a Mobile Food and/or Beer Unit equipped with a wireless music system with music that will automatically loop, ATM machine, refrigerator, freezer, and cooking equipment, a storage trailer, décor, tables and seating sufficient to service two hundred (200) people (collectively, the “Equipment”) for the Concession. Sprecher shall also provide a propane grill for each site for grilling purposes if DPRC requests one. Some exterior lighting, such as white Christmas lights, may be appropriate. Sprecher shall further provide a cage or netting in the trailer for glassware transport. There may be minimal DPRC-supplied storage available at each

site. The Equipment shall be in a condition that is reasonably acceptable to the DPRC and shall reasonably convey a harmonious theme appropriate to the Milwaukee County Parks experience as well as that of a traditional beer garden. A “Mobile Food and/or Beer Unit” is a self-contained service operation, located in a vehicle or movable stand, self or otherwise propelled, used to store, prepare, display, or serve food and beverages intended for individual service. All proposed signage and advertising on the Equipment must be pre-approved in writing by the Parks Director or his/her designee.

To kick-off the 2017 season, Sprecher will also furnish a larger truck for the Pass the Pint tour and provide permanent additional refrigeration equipment for the Roll Out the Barrel tour. Sprecher will continue to invest in beer garden improvements intended to enhance the beer garden experience.

3. **FOOD AND BEVERAGES.** Section 1.5 shall be replaced by the following language: During its hours of operation, the traveling beer garden described in this Agreement shall exclusively sell alcoholic beverages and non-alcoholic beverages manufactured and distributed directly by Sprecher. The County may select and contract with its own food vendors to sell additional food options at the Concession sites. Sprecher shall credit the DPRC for unsold food and beverages at the end of the season. Sprecher shall provide the County with descriptions of all menu items ordered. Sprecher shall ensure that deliveries are made promptly. Park patrons may bring carry-in food and non-alcoholic beverages to the Concession sites.

4. **CONFLICT.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern, control and prevail. All other provisions to stay the same as the March 23, 2015 Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

SPRECHER BREWING COMPANY, INC.

by _____ Date _____
Jeff Hamilton, President

**MILWAUKEE COUNTY
DEPT. OF PARKS, RECREATION & CULTURE**

by _____ Date _____
John Dargle, Jr., CPRP, Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved by:

*Approved as to funds available per
Wisconsin Statutes Section 59.255 (2)(e):*

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel