

EVENT SPONSORSHIP AGREEMENT

THIS EVENT SPONSORSHIP AGREEMENT (this “Agreement”) is made as of the 2nd day of January, 2023 (the “Effective Date”), between Milwaukee County Parks (“Parks”) and Harley-Davidson, Inc., a Wisconsin corporation (“H-D”). Parks and H-D are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, H-D is in the business of producing motorcycles, motorcycle parts and accessories, motorcycle riding gear and other H-D branded products (collectively, the “H-D Products”);

WHEREAS, H-D intends to celebrate its 120th Anniversary from July 13th, 2023 through July 16th, 2023 by organizing, implementing, and/or sponsoring various events to be held in Southeastern Wisconsin (the “Anniversary”), including motorcycle-themed activities on July 13th, 2023 through July 16th, 2023 (the “Event”) at Veterans Park, located at 1010 North Lincoln Memorial Drive, Milwaukee, Wisconsin utilizing all Sections of the Park (the “Event Grounds”);

WHEREAS, H-D intends to enter into an agreement with a third party (“Organizer”) to organize, plan, manage, produce and execute programming for the motorcycle-themed activities during the Event; and

WHEREAS, Parks desires to act as the space provider of the Event, and H-D is willing to allow Parks to act in that capacity, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, H-D and Parks agree as follows:

1. The Event:

1.1 Event Generally. To the reasonable satisfaction of H-D, Parks shall provide access to the Event Grounds in accordance with the terms and conditions of this Agreement.

1.2 Event Schedule.

(a) **Set-Up.** Set-up for the Event shall commence at 7:00 AM Central Time on July 5, 2023. It shall be the responsibility of H-D to ensure that all business registrations, licenses, permits, approvals and noise variances (collectively, “Licenses”) necessary for the Event are obtained and in effect prior to and during the Event, and that the Event and the set-up thereof comply with any and all legal and regulatory requirements applicable to the Event and the Event Grounds. Parks shall be responsible for ensuring the Event Grounds are in proper state for set-up and free of all litter, garbage, waste, vehicles and other obstructions prior to the commencement of set-up. Parks shall be responsible for ensuring that members of the public (excluding agents, employees, and independent contractors of H-D, Parks and other third-party vendors, sponsors, producers, and performers who have contracted with H-D or Parks) that are within the Event Grounds at the commencement of set-up do not affect the set-up process.

(b) **Schedule.** It is H-D’s intent that The Event shall begin at 10:00 AM Central Time and shall conclude at 11:00 PM Central Time during Thursday, July 13th, 2023 through

Sunday, July 16th, 2023, and shall begin at 12:00 PM Central Time and shall conclude at 6:00 PM Central Time on Sunday, July 16th, 2023.

(c) Tear Down. H-D, Parks and all of their respective third-party vendors, independent contractors, sponsors, producers and performers shall promptly remove their respective equipment and other materials relating to the Event from the Event Grounds promptly after the conclusion of the Event. Tear down shall be completed by July 23rd, 2023 at 6:00 PM.

(d) Future Event Schedules. H-D and Parks shall agree to future event schedules in writing by January 2 each year this Agreement is renewed.

1.3 Event Site Plan. The locations of all vendors, stages, merchandise sale locations, sponsor displays, promotions, parking, storage, and all other amenities related to the Event shall be set forth in a site plan attached hereto and incorporated herein as **Exhibit A** (the “**Site Plan**”). After being finalized, the Site Plan may be amended or modified by H-D in its discretion upon written notice to Parks, including but not limited to if H-D desires to move, add or delete elements to accommodate traffic flow or increase aesthetics up to and throughout the Event.

1.4 Parking. H-D shall have the right to operate and provide free parking for motorcycles, service vehicles, and VIP vehicles in designated parking areas and the Coast Guard Station parking areas as indicated on Exhibit A for the duration of the Event. To allow for additional parking options, parking on Lagoon Road shall be allowed for the event. At H-D’s request, the County shall assist in planning the layout of the parking lots. H-D may contract with a third party to run the parking operation. County assumes no responsibility for any loss of personal property of H-D, its vendors or guests. H-D will supply all kickplates and other infrastructure needed to park motorcycles in a manner that reduces damage to the turf.

1.5 Security. H-D shall coordinate two (2) weeks prior to the Event for all appropriate security, traffic control, and public safety through the Milwaukee County Sheriff’s Department. Payment for such services shall be made after the Event following H-D’s receipt of an invoice from the Milwaukee County Sheriff’s Department. A minimum of five (5) days before the start of the Event, H-D shall provide County with the contact names and phone numbers of any third- party security agencies that it hires. H-D shall be prohibited from employing armed security within the park during the Term. Unarmed security officers shall be permitted with the County’s approval.

1.6 Staking. Both Digger’s Hotline and Milwaukee County Maintenance Hotline must be contacted, and the location of all buried utilities marked prior to the placing of any tent stakes or other items below ground. County Maintenance Hotline fee is five hundred dollars (\$500.00), which is included in the special event permit fee.

2. Responsibilities and Obligations:

2.1 Responsibilities and Obligations of H-D. The responsibilities and obligations of H-D in connection with the Event are described on **Exhibit B**.

2.2 Responsibilities and Obligations of Parks. The responsibilities and obligations of Parks in connection with the Event are described on **Exhibit C**.

2.3 Fees, Costs, and Payments. H-D shall be solely responsible for all fees, costs, payments, and other expenses incurred in the performance of H-D's obligations under this Agreement. Parks shall be solely responsible for all fees, costs, payments, and other expenses incurred in the performance of Parks' obligations under this Agreement.

3. Termination:

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate on July 23rd, 2023 unless otherwise terminated in accordance with this Agreement. The Parties may agree, in writing, to extend this Agreement every year for a one (1) year period, as deemed mutually necessary.

3.2 Termination for Cause by H-D. H-D may terminate this Agreement immediately upon the delivery of written notice to Parks if: (i) Parks materially breaches any provision of this Agreement that is not cured within fifteen (15) days after receipt of written notice of such breach; or (ii) Parks files a petition in bankruptcy, or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or a petition in bankruptcy (or similar proceeding) is filed against Parks, or Parks becomes insolvent or makes an assignment for the benefit of its creditors, or a custodian, receiver or trustee is appointed for all or a substantial portion of its business or assets, or upon a liquidation of Parks.

3.3 Termination for Cause by Parks. Parks may terminate this Agreement immediately upon the delivery of written notice to H-D if: (i) H-D materially breaches any provision of this Agreement that is not cured within fifteen (15) days after receipt of written notice of such breach; or (ii) H-D files a petition in bankruptcy, or files a petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or reorganization statute or proceeding, or a petition in bankruptcy (or similar proceeding) is filed against H-D, or H-D becomes insolvent or makes an assignment for the benefit of its creditors, or a custodian, receiver or trustee is appointed for all or a substantial portion of its business or assets, or upon a liquidation of H-D.

3.4 Termination for Convenience. H-D may terminate this Agreement at any time without cause on thirty (30) days' prior written notice to Parks.

3.5 Rights upon Termination.

(a) Upon notice of termination of this Agreement, Parks shall immediately (i) cease all activities under this Agreement, unless otherwise requested in writing by H-D, (ii) turn over to H-D all Confidential Information (as that term is defined in the Confidentiality Agreement (as defined in Section 10 below)) and all property and equipment of H-D in the possession or control of Parks and (iii) discontinue the use of H-D trademarks and/or any other H-D intellectual property (to the extent any such use is permitted hereunder).

(b) Upon notice of termination of this Agreement, all of the rights and obligations of the Parties shall terminate, except that termination of this Agreement shall not (i) relieve any of the Parties from any liabilities resulting from a breach of this Agreement which occurs prior to termination and (ii) result in a termination of any the following Sections of this Agreement which shall survive termination: 3.4, 4.2, 5, 6, 7, 10, and 11.

4. Independent Contractor:

4.1 Status. H-D and Parks shall at all times be independent parties. Neither of the Parties is an employee, joint venturer, franchisee, agent or partner of the other Party. Neither of the Parties is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party. The employees, methods, facilities and equipment of each of the Parties shall at all times be under the exclusive direction and control of such Party.

4.2 Responsibility for Taxes. Parks shall be responsible for reporting and paying any and all taxes imposed by any government or governmental entity upon it in connection with Park's obligations under this Agreement, and shall indemnify and hold H-D harmless with respect to such taxes. H-D shall not be responsible to any employees, agents or independent contractors of Parks, or to any governing body, for any federal or state income tax, social security tax, unemployment tax, sales tax or any other taxes related to Parks' obligations under this Agreement.

4.3 No Benefits. Parks and its employees, agents and independent contractors shall not be entitled to participate in any plans, arrangements or distributions made by H-D pertaining to or in connection with any H-D employee benefits, including, but not limited to, health, dental, life or disability insurance, pension, 401(k), stock, bonus, STIP, profit sharing, vacation, worker's compensation, unemployment compensation or any other benefits that are afforded by H-D to H-D's employees.

4.4 Licenses. H-D shall be solely responsible at its cost for obtaining and maintaining all Licenses required to conduct the Event. Parks shall, in good faith and wherever reasonable, provide H-D (or it's third-party designee) with guidance as to any applicable Licenses required.

5. Representations and Warranties: Parks represents and warrants to H-D that:

(a) in connection with the Event, Parks at all times will comply with, and will ensure that its employees, independent contractors and agents at all times comply with, any and all applicable federal, state, regional and local laws, ordinances, statutes, rules and regulations, including applicable safety, privacy and security regulations;

(b) all aspects of the Event for which Parks is responsible will be produced and performed by qualified competent personnel and to H-D's reasonable satisfaction;

(c) the Event, Event Grounds and Parks' performance hereunder will conform to this Agreement, including, without limitation, the requirements of the Site Plan and the provisions relating to intellectual property;

(d) there are no existing or, to Parks' knowledge, threatened legal proceedings against Parks, or other obligation under any other agreement or contract, law, regulation, order of any court or governmental agency or instrumentality binding on or affecting Parks that could have

an adverse effect upon its financial condition or operations or its ability to host the Event or to fulfill any of Parks' obligations under this Agreement;

(e) Parks is validly existing under the laws of the State of Wisconsin and has the requisite power and authority to enter into and fully perform its obligations under this Agreement;

(f) this Agreement constitutes the valid and binding obligation of Parks, enforceable against Parks in accordance with its terms; and

(g) no sign, display, advertisement, or promotion by Parks or any third party will infringe on any intellectual property rights of any third party.

6. Equitable Remedies: Parks acknowledges that its failure to comply with the terms of this Agreement will result in serious and irreparable damage to H-D that a final judgment or monetary damages shall be insufficient to remedy. Consequently, Parks agrees that, in the event of a breach of this Agreement, H-D may immediately resort to appropriate proceedings so as to obtain an interim, interlocutory and permanent injunction order against Parks as soon as possible without prejudice to any cause of action for damages. Parks agrees that H-D shall be entitled to specific performance under this Agreement. The remedies set forth in this Section shall be in addition to any other remedies available to H-D under this Agreement or at law or equity.

7. Indemnification:

7.1 General Liability - Parks. Parks shall indemnify, defend and hold harmless H-D and its direct and indirect affiliates, and its and their officers, directors, employees and representatives (the "Indemnified Parties") from and against all claims, demands, damages and costs, including reasonable attorneys' fees ("Claims"), caused by or resulting from any of the following: (a) the negligence or willful misconduct of Parks, its employees, independent contractors or agents in connection with any aspect of the Event; or (b) the breach by Parks of any of its representations, warranties or obligations under this Agreement.

7.2 General Liability - H-D. To the fullest extent permitted by law, H-D shall indemnify Parks for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected with this Agreement, based on any injury, damage or loss being caused by the negligence or other fault of H-D, its agents or employees. H-D shall, at its own expense, investigate all such claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

7.3 Environmental Indemnification: H-D shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Event site or surrounding areas by H-D, its contractors, subcontractors, or agents. H-D hereby agrees to indemnify, defend and hold Parks harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by its introduction of any such

Hazardous Materials into or onto the Event site and any Hazardous Materials brought onto or introduced into the Event site as described below. "Hazardous Materials" as the term is used herein shall mean any substance: (a) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (b) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

7.4 Tax Liability. Parks shall indemnify, defend and hold harmless the Indemnified Parties against any and all Claims by the Internal Revenue Service or any other taxing authority or other governmental entity or agency (whether federal, state or local) that may be made against any of the Indemnified Parties arising out of or relating to: (a) Parks' failure to pay taxes, as provided in this Agreement or otherwise; or (b) any Parks action that is inconsistent with Parks' status as an independent contractor hereunder. Parks shall reimburse the Indemnified Parties for any resulting payments to the Internal Revenue Service or any other taxing authority or other governmental agency that the Indemnified Parties make with respect to such Claims.

7.5 Third Party Claim. An Indemnified Party may participate in any proceeding brought by a third party against the Indemnified Party with counsel of the Indemnified Party's choice and at the Indemnified Party's expense. Parks may not settle any Claim without the written consent of the Indemnified Party. In the event Parks does not, within fifteen (15) days after it receives written notice of a Claim from an Indemnified Party, agree in writing to accept the defense of, and assume all responsibility for, such Claim as provided above, then the Indemnified Party shall have the right to defend against, negotiate, settle or otherwise deal with the Claim in such manner as the Indemnified Party deems appropriate, in his, her or its sole discretion, and the Indemnified Party shall be entitled to indemnification therefor from Parks under this Section 7.

7.6 Force Majeure. The performance or observance by any Party of any obligations of such Party under this Agreement may be suspended by it, in whole or in part, if any of the following events prevents such performance or observance, but only if such event is beyond the reasonable control of such Party (each a "Force Majeure Event"): war, riot, fire, explosion, accident, flood, sabotage, injunctions, national defense requirements, compliance with governmental laws, rules, regulations, orders or action or any other extraordinary cause (whether similar or dissimilar); provided, however, that such Party, not later than three (3) days after the Force Majeure Event, shall notify the other Party in writing of such event, and such Party shall exercise diligence in and endeavor to remove or overcome the cause of such inability to comply. Under no circumstances shall a strike, work slowdown or related problem be considered a Force Majeure Event. In addition, with respect to Parks, the nonperformance of a subcontractor or supplier shall not be deemed a Force Majeure Event unless such nonperformance is itself caused by circumstances that otherwise constitute a Force Majeure Event. Parks shall use its best efforts to perform this Agreement notwithstanding any Force Majeure Event.

7.7 Cancellation due to Weather. If the Event is cancelled by H-D due to inclement weather, none of the Parties shall be liable to the other Parties for any damages, losses, lost profits, or costs, and this Agreement shall automatically terminate.

8. Insurance: H-D shall adhere to the insurance requirements and maintain the insurance as set forth on Exhibit E to this Agreement. These insurance requirements shall be reviewed and agreed to annually.

9. Ownership and Protection of Intellectual Property; Publicity:

9.1 Ownership and License Grant of H-D Marks.

(a) Ownership of H-D Marks. The trademarks, service marks, trade names and logos identified in **Exhibit F** to this Agreement, including the Anniversary logo (collectively, the “H-D Marks”), are owned by H-D U.S.A., LLC (“H-D USA”), and are licensed by H-D USA to H-D with the right to grant sublicenses. Parks acknowledges that H-D USA, H-D, or its parents, subsidiaries and other present and future related companies (collectively, “Affiliates”) own all copyright, and all other right, title, and interest in and to all artwork, photographs, archived images, copy, text, and other materials provided to Parks by H-D or its Affiliates under this Agreement, and of all developed materials which utilize the foregoing. Parks hereby assigns to H-D all right, title and interest including all copyrights, and renewals and extensions of copyright, in and to any and all such materials developed by or under the authority of Parks, and warrants that H-D shall have the right to use and exploit and authorize the exploitation of such materials in any manner as H-D elects without obligation to Parks or any other entity whatsoever.

(b) License Grant. H-D hereby grants to Parks a limited, non-transferable, revocable, royalty-free, non-exclusive sublicense to use the H-D Marks in print and electronic media solely for purposes of promoting the Event during the Term. All other uses of the H-D Marks are prohibited, and H-D reserves all other rights. Any goodwill arising from use of the H-D Marks by Parks shall inure to the benefit of H-D USA and H-D. Parks shall not represent that it has, and nothing under this Agreement grants to Parks, any right, title or interest in and to the H-D Marks other than the limited license granted above. Parks shall take no action to tarnish, damage, challenge or seek cancellation of the H-D Marks, and Parks shall not use or seek registration of any marks that are confusingly similar to the H-D Marks. Parks shall not authorize any third party to use the H-D Marks either directly or indirectly.

(c) Assistance in Prosecuting Infringements. Parks shall cooperate with all efforts by H-D and/or H-D USA to prevent or stop the infringement or other unauthorized use of the H-D Marks and to otherwise protect the same and H-D USA’s rights therein. Which action, if any, shall be taken with respect to any infringement or other unauthorized use of the H-D Marks shall be within H-D’s sole and exclusive discretion. H-D and H-D USA may institute or prosecute any claim or suit which they deem appropriate in their own name or in the name of Parks to prevent the infringement or unauthorized use of the H-D Marks and may join Parks as a party thereto where they determine that it is necessary or advantageous to do so. H-D shall be solely entitled to, and Parks shall pay over to H-D, all proceeds from any such claim or suit by reason of a judgment or settlement or other disposition. Parks shall not file any claim or suit or take any other action with respect to such infringement or unauthorized use without H-D’s prior written consent. Parks shall promptly notify H-D of any infringements or perceived infringements of any rights in the H-D Marks that come to its attention. Parks shall not have any rights against H-D or H-D USA because of H-D’s or H-D USA’s failure to take any action with respect to any alleged infringement or other unauthorized use of the H-D Marks.

9.2 Ownership of Parks Marks; License Grant. Parks hereby grants to H-D, a limited, non-transferable, revocable, royalty-free, non-exclusive license to use its logos, including any logo developed for the Event, which shall be provided by Parks to H-D, in H-D’s or its dealers’ print and electronic media, advertising, merchandising or promotional activities for purposes of

promoting H-D or its dealers, and/or other promotional activities related to the Event. All other uses shall be prohibited, and Parks reserves all other rights. Parks represents and warrants that H-D's use of such trademarks, service marks, trade names and logos will not infringe on any patent, trademark, copyright, trade name, right of publicity or other proprietary right of any third party.

9.3 Approval and Quality Control.

(a) Quality Standards Generally. Parks must submit all of its proposed uses of the H-D Marks to H-D for H-D's review and prior written approval. H-D may grant or withhold such approval in H-D's sole discretion. Use of the H-D Marks by Parks must conform to any use guidelines or requirements given by H-D to Parks at any time. Parks shall conform to these guidelines and requirements and shall not use H-D marks in any unauthorized manner. At any time, at H-D's request, Parks shall send H-D samples of its use of the H-D Marks to ensure compliance with this Section.

(b) Methods of Advertising. For approved advertising and promotional materials, Parks shall take all industry-standard steps to prevent unauthorized downloads or copying of H-D Marks. Parks will ensure that any use of the H-D Marks: (i) does not contain material that infringes the intellectual property rights or other rights of a third party; (ii) is not obscene, defamatory, unreasonably objectionable or offensive; (iii) is not likely to give rise to civil or criminal liability; and (iv) complies with any laws, regulations or rules of any governmental body or agency.

9.4 Publicity. Parks will not make any press release, publication, advertisement or other type of announcement pertaining to the Event, this Agreement or H-D's participation in the Event without H-D's prior written approval. H-D may grant or withhold such approval in its sole discretion.

10. Nondiscrimination and Affirmative Action. There shall be no discrimination against or segregation of any person, or group of persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the use of the Premises, and H-D (or any person claiming under or through H-D) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Premises. In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, H-D certifies to the County as to the following:

10.1 Non-Discrimination. H-D certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. H-D will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause.

10.2 Affirmative Action Program. H-D certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups, at all levels of employment in all divisions of its work force, where

these groups may have been previously under-utilized and under-represented. H-D also agrees that in the event of any disputes as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has exercised good faith efforts to meet all requirements.

10.3 Affirmative Action Plan. H-D certifies that if it has 50 or more employees, it has filed or will develop and submit a written Affirmative Action Plan. Current Affirmative Action Plan, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs, the State of Wisconsin, or the Milwaukee County Audit Services Division, 633 W. Wisconsin Ave, 9th Floor, Milwaukee, WI, 53203.

10.4 Non-Segregated Facilities. H-D certifies that it does not and will not maintain or provide segregated facilities for its employees, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

10.5 Reporting Requirement. When applicable, H-D certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

11. Miscellaneous:

11.1 Entire Agreement. This Agreement, including the preamble and recitals set forth above and the Exhibits attached to this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties relating to the subject matter hereof, supersedes any other business forms of either Party, and all prior agreements, correspondence, discussions, negotiations and understandings of the Parties are merged herein, made a part hereof and superseded hereby. No amendment, waiver or modification of this Agreement shall be valid unless made in writing and signed by the Parties.

11.2 Severability. The Parties hereby acknowledge and agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and all rights and obligations of the Parties shall be construed and enforced accordingly.

11.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

11.4 Waiver of Breach. Waiver by either Party of nonperformance or any breach of this Agreement does not constitute a waiver of any subsequent nonperformance or other breach of the same or any other provision.

11.5 Applicable Law. This Agreement shall be construed according to and governed by the laws of the State of Wisconsin, without regard to any conflicts of law provisions.

11.6 Survival. Termination of this Agreement will not relieve either party of any claims against it that arise under this Agreement before the agreement is terminated.

11.7 Jurisdiction and Venue. Any and all disputes arising out of or relating to this Agreement shall be brought, heard, and determined exclusively in the Federal District Court for the Eastern District of Wisconsin or any state court of competent jurisdiction within Milwaukee

County, Wisconsin. Parks consents to personal and subject matter jurisdiction and venue in such courts and waive and relinquishes any right to assert that any action instituted by H-D in any such court is in the improper venue or should be transferred to a more convenient forum. The Parties acknowledge that all directions issued by the forum court, including injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries.

11.8 Notices. All notices to be given under this Agreement shall be in writing and shall be deemed to have been given upon the delivery or receipt thereof, as the case may be, if (a) delivered personally, (b) sent by registered or certified mail with postage paid and return receipt requested, or (c) confirmed facsimile transmission, to the addresses of the respective Parties set forth below:

If to Parks: Milwaukee County Parks
9480 Watertown Plank Rd.
Wauwatosa, WI 53226
Attn: Jeffrey Orłowski
Telephone: 414-257-8087

If to H-D: Harley-Davidson, Inc.
3700 W. Juneau Avenue
Milwaukee, Wisconsin 53208
Attn: Theo Keetell
Telephone: 617-510-7612

With Copy To: Harley-Davidson, Inc.
3700 W. Juneau Avenue
Milwaukee, Wisconsin 53208
Attn: General Counsel
Telephone: (414) 343-4680
Facsimile: (414) 343-4089

11.9 Headings. Headings contained in this Agreement are inserted for purposes of convenience of reference only and shall not constitute a part of this Agreement.

11.10 Disclaimer. In no event shall H-D be liable for any incidental or consequential damages arising out of this Agreement or its performance or breach.

11.11 Execution. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Each of the Parties agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile by any person is intended to be its, his, or her signature and shall be valid, binding and enforceable against such Party.

11.12 Assignment. H-D may perform its obligations under this Agreement directly or through third-party contractors, including Organizer. Parks may not assign, delegate, subcontract or otherwise transfer any of its rights or duties under this Agreement without the prior written consent of H-D.

11.13 Right of Entry. Parks, its employees and agents shall, during the Event, have the right to enter the Event site to inspect the condition thereof.

11.14 Audit. H-D shall permit authorized representatives of Milwaukee County, including the Audit Services Division, after reasonable notice, the right to inspect and audit all H-D data and records related to carrying out this Agreement for a period of up to three (3) years after completion of the contract. These obligations carry over and are applicable to the Organizer and will be included in any agreement between H-D and Organizer.

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EXHIBIT A

SITE PLAN AND PROGRAMMING

H-D Site Plan

The Parties agree to determine the site map mutually and in good faith, which shall be determined annually by no later than February 1st.

EXHIBIT B

H-D OBLIGATIONS AND RESPONSIBILITIES

- 1. Event Promotion.** H-D shall promote the Event through H-D's media channels, including web, social, print, direct and PR. H-D shall add the Event to the event schedule for the Anniversary and include the Event in all Anniversary programs and other event listings for the Anniversary including those contained in digital media.
- 2. H-D Signage and Anniversary Branding.** H-D shall provide Anniversary branding materials and signage to be used at the Event.
- 3. Food and Beverages, Branded Merchandise and Other Activities.** Parks agrees that H-D and third-party providers designated by H-D shall be the sole providers of all necessary food and beverages for the Event and all entertainment activities, Anniversary merchandise and H-D Products. H-D, or its designated third-party providers, as applicable, shall be entitled to all revenue generated from sales of food and beverages, entertainment activities, Anniversary merchandise and H-D Products at the Event. Neither Parks nor any third party may sell any merchandise that uses any H-D or Event branding of any kind, including the Event name, Event date, city name with Event date, Event logo or artwork from any other merchandise vendors. H-D shall coordinate merchandise sales, motorcycle displays, meet and greets and/or other activities at the Event Grounds. Parks may be designated a third-party provider at H-D's discretion, which shall be agreed to in writing between the Parties.
- 4. Programming.** H-D shall engage Organizer to organize motorcycle-themed activities at the Event Grounds. The Organizer shall work with H-D with respect to the organization, planning, management, production and operation of the programming for the Event.
- 5. Fees.** H-D will pay Parks a flat fee of \$99,999 inclusive of all rented space and vendor permits for each term (food and beverage, merchandise and alcohol). During the event, H-D shall be responsible for and pay all utility charges, including electricity, water, and sewer based on separately metered service. All work should be done by a certified master electrician and/or plumber. Utility hookups will be conducted with oversight of Milwaukee County Parks trades staff and require applicable permit charges, which are currently \$150 per electric box and \$350 per fire hydrant. County will bill H-D at the conclusion of the event based on actual utility usage. Fire Hydrants are to be fully opened when in use. When not in use, hydrants are to be fully closed, water meter connection removed, and hydrant cap installed.

EXHIBIT C

PARKS RESPONSIBILITIES AND OBLIGATIONS

1. **H-D Branding, Signage, Promotion and Space.** Parks shall feature H-D as the exclusive motorcycle and motorcycle parts and accessories manufacturer sponsor of the Parks during the Event. Parks shall promote H-D and the Anniversary in all media platforms when promoting or otherwise referencing the Event. In addition, at all times prior to and during the Event, Parks shall coordinate media and other promotional efforts with H-D to ensure any publicity and other public announcements are aligned between the Parties. Parks shall only use H-D Marks (as defined in Section 9.1 of this Agreement), including without limitation the Anniversary logo, in accordance with Section 9 of this Agreement. Parks agrees to provide adequate and appropriate space as reasonably requested by H-D at the Event Grounds during the Event for the placement of all such signs and materials provided by H-D as described on **Exhibit B** of this Agreement.

2. **Right of First Refusal.** Parks hereby agrees that it shall not establish any sponsorship or rental arrangement or any motorcycling activities with a third-party during Designated Event Week 2024 to 2029 for Veterans Park and the spaces shown in Exhibit A without first offering H-D the right to sponsor such activities or rental of such spaces on terms at least as favorable as those proposed with such third party. Designated Event Week shall be determined at H-D's sole discretion. H-D shall make all reasonable efforts to inform the Parks of dates as soon as dates are determined.

Deadlines. In performing its responsibilities and obligations under Section 2.2 of the Agreement and this **Exhibit C**, Parks shall comply with the deadlines listed on **Exhibit D**.

EXHIBIT D

DEADLINES

Parks will provide access to H-D for the greenspaces as designated below. Spaces will be free and clear of vehicles, displays, equipment or other elements that may hinder setup and execution of the Event by NO LATER THAN JULY 5th, 2023.

For future Events planned by H-D, the times of required clearance of the areas mentioned herein shall be agreed to in writing by the Parties.

EXHIBIT E**MINIMUM INSURANCE REQUIREMENTS**

Insurance: H-D agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from H-D's activity and/or scope of services under this agreement, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

H-D shall provide evidence of the following coverages and minimum amounts:

<i>Type of Coverage</i>	<u>Minimum Limits</u>
<i>Workers' Compensation and Employer's Liability & Disease</i>	Statutory/Waiver of Subrogation \$1,000,000/\$1,000,000/\$1,000,000
<i>General Liability Bodily Injury and Property Damage to include: Personal and Advertising Injury, Fire, Products and Completed Operations and Host Liquor Liability</i>	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
<i>Automobile Liability Bodily Injury and Property Damage All Autos</i>	\$1,000,000 Per Accident
<i>Professional Liability If applicable, required for any 3rd party security vendor(s).</i>	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
<i>Umbrella Liability Policy follows form to the following underlying coverages: Employer's Liability, General Liability, Automobile Liability.</i>	\$20,000,000 Per Occurrence \$20,000,000 Aggregate

Milwaukee County shall be listed as an Additional Insured on the General Liability to include Host Liquor and Automobile Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with Carriers not otherwise restricted to paying claims in the State of Wisconsin. All carriers must be A-rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

H-D maintains the right to self-insure any and all insurance required herein. Harley-Davidson, Inc. maintains a sophisticated insurance program utilizing insurance and/or self-insurance with limits and deductibles commensurable to similar situated sized companies within the industry. Harley-Davidson, Inc. maintains significant financial assets to discharge any and all deductibles and/or self-insured programs deriving from an insured claim. Harley-Davidson's financial information is available on our website at <http://investor.harley-davidson.com>

EXHIBIT F

H-D MARKS

To be determined

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Guy Smith DATE: 1/18/2023

NAME: Guy Smith

TITLE: Executive Director, Parks Department

DEPARTMENT: Milwaukee County Parks

FOR Harley-Davidson, Inc.

BY: [Signature] DATE: 1/31/2023

NAME: Holden Gehrung - Indirect Procurement Manager,

TITLE: Manager, Supply Management

TAXPAYER ID No.: 39-1972791

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: Adam J. Nelson DATE: 1/19/2023

Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Lamont Robinson DATE: 1/25/2023

Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: [Signature] DATE: 1/20/2023

Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: David Farwell DATE: 1/18/2023

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: [Signature] DATE: 1/25/2023

David Crowley, County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: David Farwell DATE: 1/25/2023

Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R6 See procedures in: Notes below (hover over red triangles, and [Forms Library/Contracts](#))

Check one: Preliminary Form *Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.*
 Corrected Form *Date of correction: _____ Upload corrections to DocuSign.*

CONTRACT TYPE (select from one dropdown box below) Next step (depending on the Type you selected):
 (Service Contract Types) *Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (Procurement Contract Types) *Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 (payments tracked in another system) *Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.*
 (no transaction) *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*
 REVENUE *No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.*

CONTRACT SUBTYPE (select from dropdown box below) **INFOR CONTRACT NO.** *if applicable*

PARKS

CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below) **ADVANTAGE CONTRACT NO.** *if applicable*

900 PARKS DEPARTMENT

CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below) **DEPARTMENT'S INTERNAL CONTRACT NO.** *if applicable*

9044 SPECIAL EVENTS

SUPPLIER or other party to the contract **SUPPLIER'S or other party's ADDRESS**

HARLEY DAVIDSON INC. 3700 W JUNEAU AVE, MILWAUKEE, WI 53208

SUPPLIER TAX I.D. **SUPPLIER #** **COMMODITY CODE** (or list by Line below) **NEW or** **AMEND**

80 -14 - 16 - 07 X

EFFECTIVE DATES: **LENGTH OF CONTRACT** **AMENDMENT ONLY: DOLLAR** **TOTAL CONTRACT AMOUNT**
 effective date expiration date (IN MONTHS) CHANGE

1/2/2023 7/23/2023 7 \$ 99,999.00

ACCOUNTING INFORMATION

Year to be Encumbered or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Encumbered or Earned
2023			900	9044	60022	1KSPE	1VW26			10001			\$ 99,999.00

NAME OF CONTRACT
2023 Event Sponsorship Parks HARLEY DAVIDSON, INC.

DESCRIPTION (PURPOSE OF CONTRACT)
2023 Sponsorship agreement whereby Parks provides Veterans' Park for Harley Davidson's 120th Anniversary Event July 13-16, 2023. Harley Davidson pays Parks a flat fee of \$99,999 inclusive of all rented space and vendor permit fees. Utility fees are a separate permit, but noted in the agreement, and are not part of the value of the contract. Harley Davidson and its third party vendors shall be the sole providers of food and beverages and entertainment, with the proviso that Parks may be a third party vendor subject to a separate agreement. Parks responsible for all fees, costs, payments and other expenses incurred by Parks obligations. DocuSign Envelope ID f5a81266-ddcc-4b20-abcc-c2062696bf27

Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:

If YES, attach and list Legistar File No. or Mental Health Board Agenda Item: _____ Date Approved or Reviewed: _____

If NO, why is Board approval not required? Contract for services with a value less than \$100,000 only using funds from an adopted budget year.

Does this contract require payment before services are rendered? YES NO
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Will this contract be fully signed before work is performed? YES NO

Is Supplier certified as: DBE? YES MBE? YES WBE? YES SBE? YES

Saji Villoth 1/18/2023 Contracts Manager Assistant

Prepared By Date Title

Guy Smith 1/18/2023 Executive Director

Signature of person with signature card authority, Date Title

TBE Participation Recommendation**CONTACT INFORMATION**

Contract Administrator: Saji Villoth Phone: 414-257-4529 Date: 1/18/2023
 Email Address Saji.Villoth@milwaukeecountywi.gov Dept: Parks Grant \$\$: N/A Org No. 900

PROJECT INFORMATION

Project Name: 2023 Event Sponsorship Parks HARLEY DAVIDSON, INC. Project No.: N/A
 Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
2023 Sponsorship agreement whereby Parks provides Veterans' Park for Harley Davidson's 120th Anniversary Event
July 13-16, 2023. Harley Davidson pays Parks a flat fee of \$99,999 inclusive of all rented space and vendor permit fees.
Utility fees are a separate permit, but noted in the agreement, and are not part of the value of the contract. Harley
Davisdon and its third party vendors shall be the sole providers of food and beverages and entertainment, with the proviso
that Parks may be a third party vendor subject to a separate agreement. Parks responsible for all fees, costs, payments
and other expenses incurred by Parks obligations. Contracting Opportunities (List NAICS codes): N/A

TYPE OF PROJECT

Contract Value: \$ 99,999.00 Contract Type: Revenue

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less B. Rental or Lease C. Governmental Agency or Institution
 D. ¹Non-Profit (No subcontract) E. Purchasing or Renewal of software license
 F. ²Contract Extension/Amendment G. ³Specialized H. Only one individual assigned to the contract
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities J. ⁴Grants
 K. No funding use by Milwaukee County
 L. Other N/A

Department/Division Administrator

Name: Guy Smith Signature: Guy Smith Date: 1/18/2023

CBDP USE ONLY

Concur with Recommendation x, or provide the following goals: x %

This contract is exempt from a participation goal: x Yes x No

Approved: Lamont Robinson Date: 1/25/2023

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R6 See procedures in: Notes below (hover over red triangles, and [Forms Library/Contracts](#))

Check one: Preliminary Form *Print this completed form as a pdf. Upload the pdf to DocuSign when circulating any contract or amendment for signatures.*
 Corrected Form Date of correction: Upload corrections to DocuSign.

CONTRACT TYPE (select from one dropdown box below) Next step (depending on the Type you selected):
 (Service Contract Types) Enter as a Service Contract in Infor. Circulate the Contract in DocuSign with this 1684 form.
 (Procurement Contract Types) Enter as a Requisition in Infor. Circulate the Contract in DocuSign with this 1684 form.
 (payments tracked in another system) Tracking system may interface with Infor. Circulate the Contract in DocuSign with this form.
 (no transaction) No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.
 REVENUE No commitment is needed in Infor. Circulate the Contract in DocuSign with this 1684 form.

CONTRACT SUBTYPE (select from dropdown box below) **INFOR CONTRACT NO.** if applicable
 PARKS

CONTRACT CLASSIFICATION & AGENCY NAME (select from dropdown box below) **ADVANTAGE CONTRACT NO.** if applicable

900 PARKS DEPARTMENT

CONTRACT SUBCLASSIFICATION (LOW ORG.) (select from dropdown box below) **DEPARTMENT'S INTERNAL CONTRACT NO.** if applicable

9044 SPECIAL EVENTS

SUPPLIER or other party to the contract **SUPPLIER'S or other party's ADDRESS**
 HARLEY DAVIDSON INC. 3700 W JUNEAU AVE, MILWAUKEE, WI 53208

SUPPLIER TAX I.D.	SUPPLIER #	COMMODITY CODE (or list by Line below)	NEW or	AMEND
		80 -14 - 16 - 07	X	

EFFECTIVE DATES:		LENGTH OF CONTRACT	AMENDMENT ONLY:	TOTAL CONTRACT AMOUNT
effective date	expiration date	(IN MONTHS)	DOLLAR CHANGE	
1/2/2023	7/23/2023	7		\$ 99,999.00

ACCOUNTING INFORMATION

Year to be Encumbered or Earned	Line No.	Commodity Code	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description 1	Item Description 2	Amount to be Encumbered or Earned
2023			900	9044	47314	1KSPE	1VW26			10001			\$ 99,999.00

NAME OF CONTRACT
 2023 Event Sponsorship Parks HARLEY DAVIDSON, INC.


DESCRIPTION (PURPOSE OF CONTRACT)
 2023 Sponsorship agreement whereby Parks provides Veterans' Park for Harley Davidson's 120th Anniversary Event July 13-16, 2023. Harley Davidson pays Parks a flat fee of \$99,999 inclusive of all rented space and vendor permit fees. Utility fees are a separate permit, but noted in the agreement, and are not part of the value of the contract. Harley Davidson and its third party vendors shall be the sole providers of food and beverages and entertainment, with the proviso that Parks may be a third party vendor subject to a separate agreement. Parks responsible for all fees, costs, payments and other expenses incurred by Parks obligations. DocuSign Envelope ID _____


Was Board approval or passive review received prior to contract execution or contract amendment or extension? Check one:
 If YES, attach and list Legistar File No. or Mental Health Board Agenda Item: _____ Date Approved or Reviewed: _____
 If NO, why is Board approval not required? Contract for services with a value less than \$100,000 only using funds from an adopted budget year.

Does this contract require payment before services are rendered? YES NO
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Will this contract be fully signed before work is performed? YES NO

Is Supplier certified as: DBE? YES MBE? YES WBE? YES SBE? YES

Saji Villoth  Contracts Manager Assistant
 Prepared By Date Title

Jeremy Lucas  Director of Administration & Planning - Parks Department
 Signature of person with signature card authority Date Title

Certificate Of Completion

Envelope Id: F5A81266DDCC4B20ABCCC2062696BF27

Status: Completed

Subject: Please DocuSign 2023 Event Sponsorship Agreement Parks HARLEY-DAVIDSON INC

Source Envelope:

Document Pages: 22

Signatures: 12

Envelope Originator:

Certificate Pages: 7

Initials: 0

Saji Villoth

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

Saji.Villoth@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Saji Villoth

Location: DocuSign

1/18/2023 9:58:56 AM

Saji.Villoth@milwaukeecountywi.gov

Signer Events**Signature****Timestamp**

Saji Villoth

saji.villoth@milwaukeecountywi.gov

Contracts Manager Assistant

Security Level: Email, Account Authentication
(None)

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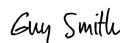
Not Offered via DocuSign

Guy Smith

guy.smith@milwaukeecountywi.gov

Executive Director, Parks Department

Milwaukee County

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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ID: 022e4205-7af7-4f9e-a114-b604b5086b96

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov

Director, CBDP

Milwaukee County

Signing Group: Office of Economic Inclusion

Security Level: Email, Account Authentication
(None)

Sent: 1/18/2023 10:51:13 AM

Viewed: 1/25/2023 9:39:06 AM

Signed: 1/25/2023 9:40:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:

Accepted: 3/11/2022 1:45:06 PM

ID: be35eacc-f2fa-4b7c-8e88-b25355c2d517

David Farwell

David.Farwell@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication
(None)

Sent: 1/18/2023 10:51:14 AM

Viewed: 1/18/2023 1:53:34 PM


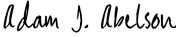



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Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5	<p>Sent: 1/18/2023 10:51:15 AM Viewed: 1/20/2023 12:11:04 PM Signed: 1/20/2023 1:51:28 PM</p>
<p>Adam J. Abelson Adam.Abelson@milwaukeecountywi.gov Director of Risk Management Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	<p>Sent: 1/18/2023 10:51:16 AM Viewed: 1/19/2023 2:51:43 PM Signed: 1/19/2023 2:51:54 PM</p>
<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3	<p>Sent: 1/25/2023 9:40:15 AM Viewed: 1/25/2023 11:22:44 AM Signed: 1/25/2023 11:22:51 AM</p>
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	<p>Sent: 1/25/2023 11:22:59 AM Viewed: 1/25/2023 11:43:02 AM Signed: 1/25/2023 11:43:08 AM</p>
<p>Holden Gehrung - Indirect Procurement Manager, Harley-Davidson, Inc. holden.gehrung@harley-davidson.com Manager, Supply Management Harley-Davidson, Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/30/2023 7:40:22 AM ID: fbeee7eb-c1a3-4fd3-87f5-8334d0fba062</p>	 Signature Adoption: Drawn on Device Using IP Address: 107.72.178.51 Signed using mobile	<p>Sent: 1/25/2023 11:43:17 AM Viewed: 1/30/2023 7:40:22 AM Signed: 1/31/2023 9:46:27 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Jeffrey Orłowski Jeffrey.Orłowski@milwaukeecountywi.gov Assistant Director Rec/Bus, Parks Department Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:36 AM
<p>AP Copy APcontracts@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/1/2021 7:49:55 AM ID: 277c9bf9-4872-4c44-b14a-76b235e8006d</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:36 AM
<p>Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Budget Director Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:36 AM
<p>Andy Krueger andrew.krueger@milwaukeecountywi.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/30/2021 10:00:05 AM ID: 8ef3d829-2e6e-4ed1-a4c4-c92fbb680d2b</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:44 AM
<p>Blake Prusak blake.prusak@milwaukeecountywi.gov Mechanical Services Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/30/2022 8:34:18 AM ID: 62b2a15d-fd06-4202-b49f-b4c438dec5f1</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:44 AM
<p>Sue Forlenza susanne.forlenza@milwaukeecountywi.gov Central Region Ops Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2022 4:08:24 PM ID: 9033184c-b125-47e7-b48f-3ca385418ef5</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:44 AM Viewed: 1/31/2023 2:15:56 PM
<p>Erica Goblet Erica.Goblet@milwaukeecountywi.gov Contracts Manager Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/31/2023 9:46:51 AM

Carbon Copy Events	Status	Timestamp
Joshua Beam - Harley-Davidson, Inc. joshua.beam@harley-davidson.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/31/2023 9:46:51 AM

Luke Roman - Marketing Luke.Roman@milwaukeecountywi.gov Interim Marketing and Communications Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/27/2022 9:06:59 AM ID: e7550d24-0916-49bb-a3b9-9c93fb6f78bb	COPIED	Sent: 1/31/2023 9:46:51 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/20/2023 12:34:26 PM
Certified Delivered	Security Checked	1/30/2023 7:40:22 AM
Signing Complete	Security Checked	1/31/2023 9:46:27 AM
Completed	Security Checked	1/31/2023 9:46:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.