

AGREEMENT
BETWEEN
MILWAUKEE COUNTY ZOO
AND
NEW BEGINNINGS RANCH INC.

This “Agreement” is made and entered into effective June 1, 2024 (the “Effective Date”), by and between MILWAUKEE COUNTY ZOO (the “County”) and New Beginnings Ranch Inc. (the “Contractor”). Referenced together, the County and the Contractor are the “Parties” to this Agreement.

PROVISIONS:

1. Scope:
 - a. Contractor is permitted to operate a concession to provide pony rides (the “Concession”) at an area agreed to between the Parties (the “Premises”).
 - b. The Concession is scheduled to be open daily following Milwaukee County Zoo hours from May 1 through October 31, weather permitting, and any additional days as mutually agreed upon by the Parties. Deviations from the agreed upon schedule will be by mutual agreement considering humane animal management, weather, and crowd conditions and a decision will be made by 10:00 A.M. of the day in question whether Vendor will provide rides on a particular day. These situations can best be handled by prompt communications between the Parties. Unless otherwise provided herein, at no time may the Concession be left unattended or temporarily closed during established hours of operation. Contractor may not use the Concession for any purpose other than that set forth herein.
 - c. The Concession shall consist of at least five ponies. The ride may begin operating as conditions permit, on weekends beginning in March of each year, and daily from Memorial Day through Labor Day. The Zoo and Vendor shall mutually agree upon hours of operation.
 - d. Contractor shall be responsible for maintenance and ride operation including animal handling, loading, and unloading of riders.
 - e. Contractor agrees to provide all staffing pony rides and pony care, and the daily staff will include one adult lead worker / supervisor of staff. Additional staff should be 16 years of age and above. Vendor and its personnel are responsible for the safety of all customers and ponies at the venue. Vendor shall be solely responsible for the health and well-being of the animals and shall comply with all relevant regulations regarding animal care. Vendor shall contract locally for the normal veterinary care of its animals and provide the name of the contracted veterinarian to Zoo staff prior to the commencement of ride operations. Fifteen (15) days’ prior to the arrival at the Zoo, Contractor shall supply results from fecal parasite tests and rectal swabs cultures for salmonella tests. Testing must be conducted within thirty (30) days of the arrival to the Zoo. Vendor must also provide documentation of a negative Coggins within the last twelve (12) months and documentation of current Equine Herpesvirus-1, Equine Herpesvirus-4, Tetanus, Eastern Equine Encephalomyelitis, and Western Equine Encephalomyelitis vaccines. The Zoo reserves the right to decline acceptance of said animals based on the test results. The Zoo, in its sole discretion, reserves the right to retest any animals brought on the Zoo site as deemed necessary for health purposes at no additional cost to Vendor. Vendor shall be responsible for all costs for animal food.
 - f. Contractor agrees to allow oversight of the care of the ponies while on Zoo property, and allow the Animal Management Team access for regular welfare and wellness inspections.

- g. Contractor agrees to provide level of care to ponies consistent with Milwaukee County Zoo's established animal care procedures.
 - h. Contractor shall make available for public viewing daily animal grooming activities for the purpose of public education and enjoyment.
 - i. Employee parking for the Contractor's staff is available. During the peak summer season, the Zoo has numerous parking restrictions, and the Zoo requires all staff for contracted services follow instructions for employee parking provided by the Zoo at all times.
 - j. The Contractor must follow up on all guest inquiries and concerns.
 - k. The Contractor must meet monthly with the Zoo Director's designee to discuss sales and customer service, upcoming events, promotions, forecast sales, and long-term solutions.
2. Term: This Agreement shall commence on the Effective Date and terminate on December 31, 2024 (the "Term").
3. Payment: County shall collect all payments for rides and shall pay to the Contractor a commission of Eighty Percent (80%) on all Gross Receipts of sales. "Gross Receipts" shall be defined as the total of all receipts (cash, checks, credit cards) derived from the rental or sale of all merchandise associated with the Concession, less sales tax, credit card fees, ticket seller labor, site preparation, and signage. Monthly commission payments shall be made to the Contractor no later than thirty (30) days after the close of each succeeding month.
4. Rights Reserved to County: County reserves the right to award a contract with one (1) or more additional concessionaires to provide other concessionable items in the environs surrounding the Premises and to operate its own concession in the environs surrounding the Premises.
5. Legal Compliance: Contractor shall, at Contractor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Contractor's use of the Concession, including all local health code requirements. Contractor shall obtain and pay for all necessary permits and licensing for the operation of the Concession.
6. Signage: All proposed banners, signage and advertising on or within the Premises and environs, whether temporary or permanent, must be pre-approved in writing by the Director or his/her designee.
7. Marketing; Logo: Contractor is responsible for all marketing and advertising to promote its activities; provided, however, that the Executive Zoo Director or his/her designee maintains the right to prohibit any advertisement or marketing that he/she deems to be inappropriate, inaccurate or otherwise. Contractor shall acknowledge the Department and include the Department's logo in all local promotional materials, whether print or digital, directly related to its activities pursuant to this Agreement. Contractor shall notify the Department's Marketing Manager or his/her designee as soon as it is aware of any television, radio, print, electronic or other media interviews or reports to be prepared regarding, at or concerning the Premises. Contractor may not enter into any sponsorships or other promotional arrangements with outside contractors at the Concession without the prior written consent of the Director or his/her designee.
8. Staff; Customer Service: Contractor shall conduct its operation in a first-class manner, and all service shall be prompt, clean, and efficient. Contractor shall maintain customer service as a top priority. Contractor shall employ a sufficient number of qualified staff to properly operate the Concession. Contractor shall provide employees who are professional, friendly, and courteous to customers and the general public. Employees shall maintain a neat appearance, exercise good public relations skills,

respond to customer complaints and questions, and conduct themselves in a high standard acceptable to County. Contractor and staff shall wear uniforms which are mutually agreed upon by Contractor and the County and, in the sole determination of County, clearly distinguish Concession staff from County staff. The Zoo Executive Director or his/her designee shall have the right, at all times, to notify Contractor, in writing, of any reasonable objections to the quality of services rendered at the Concession, and to require that his/her objections be remedied within a reasonable period of time.

9. Cleaning: Contractor shall maintain the Premises and surrounding areas in a state of cleanliness and repair to prevent injury to the public and shall ensure the Premises clean, orderly and inviting at all times, to the reasonable satisfaction of the Zoo Director or his/her designee. Contractor shall be responsible for maintaining the track and containment area in an orderly and presentable appearance. Contractor will leave the ride and animal housing in a neat and orderly condition. Contractor is responsible for continuous cleaning of the Premises. Cleaning shall include pick up of all trash and litter on all parts of the Premises.
10. Removal of Equipment and Supplies: Upon expiration or termination of this Agreement, Contractor shall remove, at its costs, all of its supplies, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Director or his/her designee. Damage caused to the Premises by any removal of personal property or improvements to the Premises will be repaired by the Contractor. If for any reason Contractor does not comply in a timely manner with its obligations under this paragraph, then the County may make such repairs or remove, dispose of, or retain such property as the County sees fit. It is mutually agreed that the County may recover from the Contractor any and all reasonable costs, as determined by the County, related to this Section. The Contractor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.
11. Continuity of Operations: In the event that Contractor shall be prevented for any reason from furnishing merchandise to the public during the Term, County shall have the right to enter immediately upon the Premises with agents, employees, and contractors retained by it and to use Contractor's furnishings, and equipment and render service during the period of Contractor's inability, it being understood that none of Contractor's stock shall be used by County except with consent of Contractor and that Contractor shall not be liable under its several insurance obligations required by this Agreement for injury or damage resulting from such operation by County. Gross Receipts of such operations by County shall not be included in Contractor's Gross Receipts for the period.
12. Inspection by County: County shall at all reasonable times have the right to enter into and upon the Premises to examine and inspect the condition thereof; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Contractor's use of the Premises.
13. Audit: The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will

comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances.

14. Insurance: Contractor shall strictly comply with the insurance requirements set forth on Exhibit A.
15. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify the County 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 to the Premises or Concession, based on any injury, damage or loss being caused by any acts or omissions of the Contractor or its agents, guests, or employees. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all reasonable charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.
16. Environmental Indemnification: Contractor shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, clean-up, remediation or detoxification arising out of: (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Contractor or its agents, or (b) Hazardous Materials located in the Premises or environs, that are discovered or disturbed as a result of the Contractor's activities on, at or near the Premises or environs. Contractor shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. Moreover, Contractor shall remediate and restore any affected area to at least the minimum standards as required by the WDNR or other applicable regulatory agencies. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto.
17. Assignment, Subletting and Subcontracting: Contractor may not assign this Agreement, in whole or in part, or sublease or rent any part of the Premises without the prior written approval of the Director. Assignment of any portion of the work by subcontract must have the prior written approval of County.
18. Termination for Default: County may terminate this Agreement if Contractor fails to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from County setting forth in reasonable detail the nature of such default.
19. Termination for Bankruptcy: County may terminate this Agreement if Contractor ceases to do business as a going concern, ceases to pay its debts as they become due, or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any proceeding under any federal or state bankruptcy law, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Contractor's assets or interest in this Agreement.
20. Termination at Will: County may terminate this Agreement for any reason or no reason, upon thirty (30) days' prior written notice to Contractor.
21. Independent Contractor: Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its

successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

22. Prohibited Practices:

22.1 Contractor during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.

22.2 Contractor hereby attests that it is familiar with Milwaukee County’s Code of Ethics which states, in part, “No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer’s or employee’s vote, official actions or judgment would be influenced thereby.”

23. Public Records: Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the Contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

24. Notices: All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or e-mail or after posting via US Mail, to the party addressed as follows:

To Contractor:
New Beginnings Ranch Inc.
Attn: Owner
Tabatha Cruz
Raymond, WI. 53126

To County:
Milwaukee County Zoo
Attn: Executive Zoo Director
10001 W. Bluemound Rd.
Milwaukee, WI 53226
amos.morris@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

25. Waiver: No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

26. Severability: The Parties agree that if any provision of this Agreement is determined to be unenforceable for any reason, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

27. Paragraph Headings: The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.
28. Miscellaneous: This Agreement shall be construed, interpreted and enforced under the laws and jurisdiction of the State of Wisconsin without effect to its conflicts of law provisions. This Agreement constitutes the entire understanding between the Parties and is not subject to amendment unless agreed upon in writing by both Parties hereto. The Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders. The Parties expressly consent to personal jurisdiction and venue of the state and federal courts located in Milwaukee County, Wisconsin for any lawsuit that arises from or relates to this Agreement.
29. County Approval of Items to be Rented and Sold: Contractor shall provide the Director with a list and pricing information for the products it intends to rent or sell to the public. The Director or his/her designee maintains the right to prohibit the sale or rental of any item.

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