



**LEASE AND VENDOR PERMIT AGREEMENT
BETWEEN
MILWAUKEE COUNTY PARKS AND
ABC ESTABROOK, INC
FOR FOOD & BEVERAGE CONCESSION
AT
ESTABROOK PARK**

This Lease and Vendor Permit Agreement (hereafter called the “Contract”) between Milwaukee County, a Wisconsin municipal body corporate (hereafter called “County”), represented by its Parks Department, and ABC ESTABROOK, INC (hereafter called “Vendor”), is entered into on _____, 2026 (the “Effective Date”). Referenced together, the County and the Vendor are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, the County is the owner of Estabrook Park, located at 4400 Estabrook Parkway, in the City of Milwaukee, Milwaukee County, State of Wisconsin; and

WHEREAS, in January 2012 the County issued a Request for Proposals (“RFP”) to provide beer garden concession services in Estabrook Park, and the Vendor submitted proposal response meeting all terms and conditions of the RFP process; and

WHEREAS, pursuant to the RFP, the Parties entered into that certain one-year Vendor Permit Agreement dated April 28, 2012, providing for the Vendor’s initial year of operation of the Estabrook Park Beer Garden; and

WHEREAS, the Parties wished to enter into a longer-term agreement governing the operation of the Beer Garden concession in Estabrook Park and the construction of certain renovations, additions, and improvements to the building housing the Beer Garden Concession; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution 13-252 on March 21, 2013, authorized the Director of the Department of Parks to enter into that agreement with the Vendor for and on behalf of Milwaukee County; and

WHEREAS, the prior lease was entered into on December 1, 2013. The initial term of that agreement was for seven years. After the initial term was over, the Parties entered into two renewal terms. The current renewal term ends November 30, 2026; and

WHEREAS, the Parties wish to enter into a longer-term agreement prior to the expiration of the current renewal term, to enable the Vendor to commence construction of certain renovations, additions, and improvements to the building; and

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows

1. PERMITTED USE.

- a. Sale of Food and Beverages. Vendor is permitted to be the exclusive third-party vendor at the Estabrook Park Comfort Station (the "Premises" and "Beer Garden"). Vendor is permitted to sell food and beverages, including alcoholic beverages served under a Class B tavern license. Vendor shall not dispense or distribute alcohol after 9:00 pm. It is the responsibility of the Vendor to manage the distribution of alcohol. Vendor is solely responsible for any incidents involving alcohol sold by Vendor at the Premises. Vendor shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.
- b. Special Events. All special events to be held on the Premises require written permission from the County. Vendor shall obtain and may pay for a Special Event Permit at the standard County fee in effect at the time of the Special Event from all governmental authorities having jurisdiction over the Premises.
- c. Improvements. In connection with this Contract, the County hereby grants to Vendor and Vendor accepts from County permission to construct, replace, restore, and improve the Premises, subject to all the terms and conditions herein, throughout the Term of this Contract and for the sole purpose of operating a beer garden concession at the Premises. Said Improvements must be approved by Milwaukee County Parks in writing.
- d. General Use. The Parties agree that the Vendor accepts the use of the Premises subject to all existing easements or restrictions on the Premises and the surrounding area. Vendor shall obtain any and all approvals necessary for its use as contemplated by this Contract. The county is not responsible for any required approvals, building permits or other required authorizations from regulatory agencies relating to the Vendor's permitted uses, without limitation.
- e. Vendor Responsibility. Vendor shall be self-sufficient in all vendor-purchased equipment, water, electrical & storage needs. Milwaukee County will perform seasonal turn-ons and offs to the building's main valve and county infrastructure and fixtures. The vendor will be responsible for activating vendor-purchased equipment. Milwaukee County is not responsible for any loss of product, theft, or damage to Vendor equipment or property. Vendor shall be staffed so as to meet its responsibilities in accordance with this Contract.

2. HOURS OF OPERATION.

Vendor will perform its obligations under this Contract during the published operating hours of the Beer Garden. The Parties acknowledge that the Beer Garden is a fair-weather operation.

Weather conditions may vary throughout the season. County and Vendor will make good faith efforts to notify each other of any unplanned closures of the park or premises. The vendor shall be required to operate the beer garden a minimum of five (5) days per week during the period from Memorial Day through Labor Day.

3. TERM.

This Permit shall commence on the effective Date and expire seven (7) years thereafter (the "Initial Term"). The Parties may, upon mutual written agreement, extend the Initial Term for one (1) additional three (3)-year term (the "Renewal Term"). The Initial Term and any then-existing Renewal Term shall be referred to as the "Term" herein. Vendor shall provide written notice to the County of its desire to enter the Renewal Term at least one (1) year before the expiration of the then-current Term.

4. PAYMENT.

a. Sales Commission. Vendor shall pay to the County at the end of each Sales Period a commission of twenty percent (20%) of gross revenue on all alcoholic beverage sales and ten percent (10%) of gross revenue on all food and non-alcoholic beverage sales. "Sales Period" means a Monday to Sunday cycle of two (2) weeks or fourteen (14) days each. Payment is due fourteen (14) days after the end of a Sales Period.

b. Payment for Utilities. The Vendor shall pay Milwaukee County Parks a flat fee of \$900 for each month the Beer Garden concession is in operation. Utility Charges and actual usage shall be revisited every year. If any changes are needed to the flat fee, that shall be addressed in an amendment to this agreement. Utility charges for the first and last months will be prorated based on the number of days the concession is open. If heating or any additional utility services are added to the premises, the Vendor shall be responsible for the associated costs. These additional charges will be addressed through an amendment to this agreement.

Checks shall be made payable to: **Milwaukee County Treasurer** and mailed or delivered to: Assistant Director of Business Services, Milwaukee County Parks, 9480 Watertown Plank Rd, Wauwatosa, Wisconsin, 53226.

5. SALES REPORTS.

Upon written demand by the County, Vendor agrees to compile and provide the County with a detailed summary report of all sales activities, a financial reconciliation of all commissions owed and paid, and remit to the County any additional amounts as may be required. Vendor shall submit such reports within ten (10) days of each written request by the County.

6. RIGHTS RESERVED TO COUNTY.

County reserves the right to award a contract with one (1) or more additional vendors to provide other concessionable items in other areas of the Park, provided, however, that County shall not contract with a third party to operate another beer garden in another area of the Park. County further reserves the right to operate its own concession area during any and all events held in its Parks.

7. ALTERATIONS AND IMPROVEMENTS.

- a. Minimum Investment Requirement: The Vendor shall invest a minimum of \$50,000 in capital improvements to the beer garden and surrounding premises. All improvements must be completed within the initial term of the agreement, prior to any renewal terms, and are subject to prior written approval by Milwaukee County Parks.
- b. Prerequisites. This Agreement and the obligations of County and Vendor hereunder are contingent upon Vendor successfully meeting the Milwaukee County "Due Diligence" requirements, Vendor's plans to renovate of not less than one hundred percent (100%) of the estimated cost of the construction and renovation to the Premises. All costs associated with the construction and renovation of the Premises, including disconnection and/or hookup of Utilities in conjunction with such construction or renovation, shall be the responsibility of the Vendor.
- c. County Approval. Prior to the start of any construction or renovation of the Premises, including any subsequent alterations or renovations, Vendor shall submit detailed construction plans and specifications to the State Historical Preservation Office, County and to the Architecture and Engineering Section of the Milwaukee County Department of Administrative Services, together with the name of Vendor's proposed contractor(s), for review and approval. Submittals shall include, but are not limited to, shop drawings containing product information and materials, and products shall be approved by County. Vendor shall reimburse County for the cost of a Milwaukee County Project Manager (including salary and benefits) during the construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed two hundred fifty dollars (\$250.00) per hour, or seven thousand five hundred dollars (\$7,500) total for the project. All costs for the Milwaukee County Project Manager work provided over this amount shall be charged to the County's Parks, Recreation, and Cultural Department's operating budget. Conditions for approval shall include, but not are not limited to provision that Vendor shall obtain and comply with, prior to commencing any alterations, additions and improvements, all necessary permits, including the Milwaukee County Parks Right of Entry Permit, and licenses from the appropriate governmental authorities.
- d. Construction Standards. All development and landscaping shall be completed consistent with the standards established for other work in Milwaukee County Parks. All alterations, additions and improvements shall be made in compliance with all statutes, laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Vendor shall also indemnify and hold County harmless from and against all statutory liens or claims of liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alteration, addition or improvements installed on the Premises by Vendor (including generic signage permanently affixed to the Premises) shall become the property of County upon the expiration or termination of this Agreement. In no event shall Vendor make any alterations or additions to the Premises without the prior written consent of County, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter. Routine instances of maintenance, painting, repair and

like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed five thousand dollars (\$5,000) in cost per year.

- e. Builder's Risk. Vendor or its general contractor shall provide written evidence of Builder's Risk insurance prior to construction. Coverage is during construction period and is intended to terminate when the work has been completed and the Premises are ready for occupancy. Vendor shall not commence construction activities without written approval from the Parks Director and his/her designee. The Parks Director shall provide a written response to the Vendor within thirty (30) days of receiving written evidence of the Vendor's Builder's Risk insurance documents.
 - f. Construction Escrow. Vendor agrees to provide satisfactory evidence to the County that the necessary fund to construct the proposed renovations to the Premises are immediately available and dedicated to the purposes of the construction. Documentation must be in place to provide for the orderly disbursement of such funds during the course of construction to pay for all permits, material, labor, supplies, and any other miscellaneous items used or necessary for the construction of the renovations. Vendor shall deliver reasonably acceptable evidence to the County that the total amount of such funds are immediately available and dedicated for the above purpose prior to any construction takes place on the Premises. Any such evidence of the Vendor's financial capacity shall also include a letter from the Vendor's banking institution stating that the Vendor has secured a line of credit that is immediately available to Vendor for such purposes in an amount sufficient to cover 100% of the costs thereof.
 - g. Licensed Tradespersons. Vendor agrees that all renovations and improvements shall be performed by fully licensed contractors and subcontractors who shall utilize industry standard supplies, equipment, and construction methods in the performance of their duties. Vendor shall require its contractors and subcontractors to obtain and maintain adequate insurance coverages with liability limits not less than that required of Vendor by County. Vendor shall have responsibility to enforce compliance with these insurance requirements and provide evidence of insurance for any contractor or subcontractor as acceptable to the County.
 - h. Construction Documents. Vendor agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Vendor shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; and (g) City of Milwaukee final occupancy permits, if applicable.
8. INTEREST.
Unless waived by County Board of Supervisors, Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall

be the statutory rate in effect for delinquent County property taxes (one-percent (1%) per month or fraction of a month) as described in Wisconsin statutes section 74.47(1). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

- a. Penalty. In addition to the interest described above, Vendor may be responsible for payment of penalty on amounts not remitted in accordance with this Agreement, as may be determined by County. The penalty shall be the statutory rate in effect for delinquent County property taxes (0.5% per month, or fraction of a month) as described in Milwaukee County ordinance section 6.06(1) and Wisconsin statutes section 74.47(1) and 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- b. Audit Results. If, resulting from an audit, additional amounts are disclosed to be due and owing to the County, interest and penalty shall be calculated thereon in accordance with the above method. Vendor shall remit to the County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.
- c. Non-Exclusivity. This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for Vendor's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Agreement, including but not limited to termination of this Agreement.

9. PARKS LOGO.

Vendor is responsible for all marketing and advertising to promote its activities. Vendor shall acknowledge the Parks Department and include the Parks logo in all promotional materials, whether print or digital, directly related to its activities covered under this Agreement. Parks logo is accessible at the following URL

https://mkeparks.filecamp.com/s/Proud_Supporter_Logos_8/fo Any file in this directory is acceptable for use.

10. PERMITS, LICENSES, AND OTHER COSTS.

Vendor should procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required for its activities. All relevant licensing documentation shall be displayed on the Premises. Vendor shall provide a copy of the relevant licensing to the County prior to occupancy of the Premises.

11. COUNTY APPROVAL OF ITEMS TO BE SOLD.

Vendor shall provide County with a list and pricing information for the products it intends to sell to the public for approval. The Parks Director or his/her designee maintains the right to prohibit the sale or rental of any item that he/she deems to be inappropriate or otherwise within the Milwaukee County Parks System. Vendor agrees to comply with the County's prohibitions including the sale of gum and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.

12. DIGGING AND STAKING.

Digging or staking of tents and other infrastructure is prohibited without prior written consent of the County. If approved by the County, both Digger's Hotline and the 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. The County Maintenance Hotline fee is five hundred dollars (\$500.00).

13. Maintenance.

a. Vendor's Obligations

- i. Janitorial. Vendor shall maintain the Premises in good order, including interior and exterior cleaning and janitorial services to the Premises and any environs utilized by Vendor. Vendor is responsible for maintaining the Premises, and surrounding areas in a state of cleanliness and repair to prevent injury to the public. Vendor is also responsible for the collection and placement of all trash, litter and garbage associated with its activities into containers provided by County. Vendor will be billed for any additional cleanup and/or damage to the Premises
- ii. Repairs. Vendor shall be responsible for all maintenance, repair, replacement, renovation, and improvement of all Vendor-installed items, business-related improvements, trade fixtures, equipment, furnishings, signage, and systems serving Vendor's operations.

Vendor shall be responsible for all maintenance and repairs to Vendor plumbing and Vendor HVAC, meaning all plumbing, piping, fixtures, connections, equipment, ductwork, controls, and related systems installed by or for Vendor, or serving Vendor's business operations, regardless of whether such systems connect to County utility systems. Vendor shall also be responsible for routine and minor repairs to the Premises necessary to keep the facility operational and code-compliant, including non-structural repairs to finishes, fixtures, doors, windows, lighting, electrical components, and similar elements, except as expressly assigned to the County herein.

If Vendor elects to perform a major repair, replacement, or improvement to any structural component or County-responsible system, such work must receive prior written approval from Milwaukee County Parks and be completed in accordance with County specifications and standards by properly licensed tradespersons. Any such Vendor-performed repair or improvement shall not transfer responsibility for future maintenance, repair, or replacement of such structural component or system to Vendor, and shall not diminish or negate the County's ongoing obligations as set forth in this Agreement.

The Vendor may, at its option, request to contract with the County to perform repairs or improvements for which Vendor is responsible on a time-and-materials basis. Expenses incurred by Vendor for qualifying capital improvements and

repairs may, with the prior written approval of the County, be applied toward the Vendor's required minimum capital investment of Fifty Thousand Dollars (\$50,000).

- iii. Seasonal. Vendor shall be self-sufficient in all vendor-owned equipment, water, electrical & storage needs. The vendor will be responsible for activating the vendor-owned seasonal responsibilities of the building
- iv. Renovations. Vendor shall be responsible for renovating and updating the Premises to ensure the facility is operating in a manner compliant with appropriate codes, laws, and regulations. Vendor shall make repairs to all plumbing, HVAC, electrical, and lighting (including the replacement of light bulbs), door latches and locks, windows and plate glass/plastic, and signage, where such repairs or replacement are to the existing items in place within the Premises or to those installed by Vendor.
- v. Restoration. Vendor shall restore all damage to County-owned property, including the Premises and surrounding areas of the park, caused by Vendor or its agents. Required repairs or restoration shall be made to the condition before damage occurs, or better, at no expense to the County and to the County's satisfaction.

b. County's Obligations

- i. Repairs. County shall, at its sole cost and expense, maintain in good order and provide for all major repairs and replacements to the structural components of the Premises, including but not limited to the foundation, exterior walls, interior load-bearing walls, roof and roof systems, and other base building structural elements, except to the extent such repairs are necessitated by the negligence or willful misconduct of Vendor, its agents, employees, or patrons.
- ii. County shall be responsible for major repairs and replacements to base building utility systems provided by the County, excluding Vendor plumbing, Vendor HVAC, and all business-related trade fixtures, improvements, or installations. County shall have no responsibility for the maintenance, repair, or replacement of Vendor-installed or business-serving plumbing, HVAC, electrical, or mechanical systems, regardless of whether such systems are integrated with County systems.
- iii. County shall maintain and repair all parking areas, public sidewalks, exterior lighting (including building exterior security lighting and parking lot lighting), and lead-in utilities to the point of entry into the building. County shall make a good faith effort to coordinate any parking lot repaving or resurfacing projects so as to occur outside of Vendor's operating season, to the extent reasonably practicable.
- iv. Seasonal. Milwaukee County will perform seasonal plumbing turn-ons and offs to the building's main valve and county-owned infrastructure and fixtures.

- v. Acts of God and Vandalism. The County shall, at its sole discretion and subject to available resources, be responsible for repairs necessitated by vandalism or Acts of God, and any such repairs shall be completed at no cost to the Vendor. For purposes of this Agreement, "Acts of God" mean natural events beyond human control, including, but not limited to, floods, earthquakes, hurricanes, or other extreme weather conditions. The County shall have no responsibility or liability for any loss of revenue, business interruption, or other damages suffered by the Vendor as a result of vandalism or an Act of God, including during any period of repair or restoration.

- c. Timeliness of Repairs. Each Party shall perform its obligations under this Section hereunder promptly after learning of the need for such repairs, but in any event within thirty (30) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within thirty (30) days after Vendor's notice (except when the repairs require more than thirty (30) days for performance and County commences the repair within thirty (30) days and diligently pursues the repair to completion), Vendor may, at its option, undertake such repairs and deduct the reasonable cost thereof from the monthly rentals or commissions next falling due. If Vendor fails to make such repairs for which it is obligated within thirty (30) days after County's notice, and such failure constitutes a health or safety hazard to the public, or has the potential to cause further damage to the Premises, then the County shall have the right to make the repair with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to Vendor (including salary and benefits if done with County's own staff).

14. SIGNAGE.

All proposed banners, signage, and advertising on or within the Premises, temporary or portable structures, must be pre-approved in writing by the Parks Director.

15. AMPLIFIED MUSIC RESTRICTION.

Amplified music shall be limited to acoustic and vocal reinforcement to provide background music throughout the Premises and environs. Events or performances with concert style amplification must be approved in writing by the Parks Director or his/her designee. All amplified music approved by the Parks Director or his/her designed, as well as ambient music, shall comply with the appropriate City of Milwaukee and Milwaukee County noise ordinances.

16. CLEANING OF PUBLIC RESTROOMS.

Vendor shall permit public access to the restrooms during all hours of operation and provide daily routine maintenance and cleaning of the public restrooms during Vendor's operations. Vendor shall also provide all restroom and cleaning supplies as needed.

17. DISPOSAL OF FATS, OILS, AND GREASE.

- a. Prevention of FOG Build-Up. Vendor shall keep leftover grease and food scraps from going down the drains. Fats, oils, and grease ("FOG") poured down drains can build up in pipes and sewers and cause sewage backups, which can lead to raw sewage overflows.

Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Vendor should scrape or wipe FOG from dishware and cookware and put it in the trash.

- b. GCD Installation. Vendor shall have a grease control device ("GCD") meeting all applicable requirements of Wisconsin Administrative Code NR 113 and State of Wisconsin Department of Commerce 82.34 standards. The GCD shall be installed by a plumber licensed in the State of Wisconsin prior to the Vendor's occupancy of the Premises. The GCD shall be installed and connected so that it may be readily accessible for inspection, cleaning and removal of FOG at any time.
- c. Maintenance. The GCD shall be maintained at the Vendor's sole expense. Maintenance shall include the complete removal of all contents, including floating material, wastewater and settled solids. The GCD shall be cleaned no less frequently than once every six (6) months. Grease interceptors shall be pumped out completely when the total accumulation of FOG, including floating solids and settled solids, reaches twenty-five percent (25%) of the overall liquid volume. Frequency of cleaning will depend upon the type of food prepared and how well grease is managed in the kitchen.
- d. Waste Disposal. FOG removed from a grease interceptor shall be disposed of in a solid waste disposal system or by a certified grease hauler. FOG removed from a grease interceptor shall be disposed of at a facility permitted to receive such wastes. No FOG shall be returned, decanted or discharged to any grease interceptor or into any portion of any private or County sanitary sewer system or water treatment facility.
- e. Posting of Signage. The Vendor shall post County signage provided to the Vendor regarding FOG disposal in a clear and prominent place in the kitchen at the Premises. County signage shall be posted above the sink at the Premises if such posting is possible and if such posting would not obscure the signage.
- f. Inspection. County shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD to ensure that the Vendor is in compliance with this Section 22. Operational changes, maintenance and repairs requested by the County shall be implemented by Vendor at Vendor's sole expense.
- g. Record Keeping. Vendor shall retain and make available for County's inspection and request all records of all cleaning and/or maintenance pertaining to the GCD during the Term. Cleaning and/or maintenance records shall include, at a minimum: (a) the dates of cleaning/maintenance; (b) the names and business addresses of each company or person performing the cleaning/maintenance; (c) the volume of waste removed in each cleaning/maintenance; (d) information regarding each FOG disposal, including location of the waste disposal site and a copy of the original manifest from the hauler, if applicable; and (e) description of any repairs needed to the GCD, date repairs performed and name of repairer. The rights and obligations set forth under this provision shall survive the termination of the Agreement for a period of three (3) years.

18. SITE RESTORATION.

Both Vendor and County shall together participate in a pre-season and post-season inspection of the Premises, including the turf. Vendor shall be responsible for any actual documented physical damage to the Premises caused by Vendor, its employees, agents, representatives, and guests. Within five (5) days of the discovery of any such damage, the Premises shall be restored to the satisfaction of the Parks Director or his/her designee. If damage is not restored by the Vendor after five (5) days of the discovery and the County elects to restore such damage, the County shall have the right to restore the damage with its own staff or contract a private company to restore the damage, and charge all reasonable costs directly associated with performing the restoration work, to the Vendor (including salary and benefits if done with the County's own staff).

19. REMOVAL OF EQUIPMENT AND SUPPLIES.

Upon expiration or termination of this Contract for any reason, Vendor and its vendors shall remove, at its costs, all its supplies, equipment, displays, and related items from the Premises within three (3) days of the expiration or termination date, and shall restore the Premises to its prior condition, satisfactory to the Parks Director. All fixed structures and equipment shall remain on the premises and become the property of Milwaukee County Parks. Premises will be repaired by the Vendor. If for any reason Vendor does not comply in a timely manner with its obligations under this section (which shall mean completion within sixty (60) days unless otherwise authorized in writing by the Parks Director), then the County may make such repairs or remove, dispose of, or retain such property as the County see fit. It is mutually agreed that the County may recover from the Vendor any and all reasonable costs, as determined by the County, related to this Section. The Vendor agrees to surrender the Premises in broom-clean condition, subject to ordinary wear and tear and casualty.

20. SECURITY.

Vendor shall be prohibited from employing armed security within the Premises during the term of this Contract. Unarmed security officers shall be permitted only upon the written approval of the Parks Director. Vendor shall be solely responsible for and assume all risks related to the security of the Premises and use of security personnel.

21. INSPECTION BY COUNTY.

County shall at all reasonable times have the right to enter and upon the Premises to examine, inspect the condition thereof, and to improve or repair the Premises, and to make such repairs, alterations, improvements or additions as County may deem necessary or desirable; provided, however, such entry shall be done in such a manner that it does not unreasonably interfere with the conduct of Vendor's Use of the Premises.

22. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Vendor, contractor, lessee, or other party to the contract, 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 contract, related to the terms

and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract 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 contract, 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 General Ordinances.

23. INSURANCE.

To the fullest extent permitted by law, Supplier shall indemnify 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 with this agreement, based on any injury, damage or loss being caused by the negligence or other fault of the Supplier, its agents or employees. Supplier shall, at its own expense, investigate all 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, demand or action.

County assumes no responsibility for any loss or damage to Supplier's personal property while in use or stored at or on the Premises. Supplier shall maintain comprehensive liability, workers compensation and automobile liability insurance as required below. Supplier shall provide the County with evidence of said coverages in the following minimum amounts.

Type of Coverage	Minimum Limits
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory, if applicable
Employers' Liability	\$100,000/\$500,000/\$100,000, if applicable

Milwaukee County, as its interests may appear, shall be named as an additional insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be

made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the Term of this Supplier Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Supplier Agreement.

The insurance requirements contained within this Contract are subject to periodic review and adjustment by the County Risk Manager.

24. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

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 Vendor (or any person claiming under or through Vendor) 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, Vendor certifies to the County as to the following:

- a. Non-Discrimination. Vendor 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. Vendor will post in conspicuous places, available for employment, notices setting forth the provisions of the non-discriminatory clause. Attached hereto as Exhibit A is an Equal Opportunity Certificate that shall be executed and delivered by Vendor simultaneously with the execution and delivery of the Agreement.
- b. Non-Segregated Facilities. Vendor 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.
- c. Reporting Requirement. When applicable, Vendor certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

- d. Compliance. Vendor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

25. INDEMNIFICATION.

To the fullest extent permitted by law, Vendor 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. This includes workers' compensation claims, which arise out of or are in any manner connected to the Premises, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the Vendor, its agents, or employees. Vendor shall, at its own expense, investigate all 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.

- a. Environmental Indemnification. Vendor 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 Premises or surrounding areas by Vendor, or its agents. Vendor hereby agrees to indemnify, defend and hold County 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 Premises and any Hazardous Materials brought onto or introduced into the Premises as described below.
- b. Hazardous Materials. "Hazardous Materials" 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.

26. PARTNERSHIP.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Vendor or its successors or assigns. In entering this Contract, and in acting in compliance herewith, Vendor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

27. VENDOR CODE OF CONDUCT

The vendor and its personnel and subcontractors shall comply with the most current version of the Milwaukee County Contractor Code of Conduct as published on the County's website and any other applicable Milwaukee County policies and procedures published in the Milwaukee County Administrative Manual of Operating Procedures ("AMOP").

The Vendor agrees to use all commercially reasonable efforts to:

1. Provide any of its employees providing services under the contract a copy of the Contractor Code of Conduct, including a link to the most current version of the Code, and
2. Educate those employees about the requirements of the Code, and
3. Ensure those employees comply with the Code when and where it is applicable to them or where compliance is otherwise necessary to ensure the Contractor is compliant with the Code.

The Vendor acknowledges and agrees that compliance with the Code of Conduct and practices of ethical conduct, transparency, and accountability is an integral part of public contracting and protects the public trust, and that failure to comply with the Code of Conduct may result in contract termination and/or debarment of the Vendor from participation in future Milwaukee County competitive solicitations and/or contracts.

By entering into this contract, the Vendor certifies it has read, understands, shall comply with, and shall ensure its employees and/or subcontractors working under the contract comply with all of the provisions of the Contractor Code of Conduct throughout the term of this contract and any extensions or amendments

28. ASSIGNMENT.

Vendor may not assign this Agreement, in whole or in part, or sublease any part of the Premises without the prior written approval of the Parks Director.

29. TERMINATION.

County may terminate this Agreement: (a) if Vendor 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 (except when repairs or other remedial activity require more than thirty (30) days for performance and Vendor commences the repair within thirty (30) days and diligently pursues the repair or remediation to completion); (b) if Vendor 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 Vendor's assets or interest in this Agreement; (c) Vendor fails to operate as a concessionaire at the Premises prior to Labor Day of the current year; or (d) in the event that the Milwaukee County Board of Supervisors, via official action and resolution, effects to close or repurpose the facility at the Premises during the Term. In addition, If County terminates the Agreement pursuant to Section (d) above, County shall make best efforts to relocate the concession to another Milwaukee County Parks location reasonably mutually acceptable to Vendor and County. No buy-out by the County shall include any investment Vendor has made in furniture or equipment.

If the County terminates the contract due to any of the vendor's aforementioned failures, all remaining amounts owed for capital improvements and maintenance of the premises shall become immediately due and payable to the County.

30. PROHIBITED PRACTICES.

Vendor during the period of this contract 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.

Vendor 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."

31. NOTICES.

All notices with respect to this Contract 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 three days after posting via US Mail, to the party addressed as follows:

To Vendor: ABC Estabrook, INC
 Attn: Hans Weissgerber III
 1101 N. Old World Third St. Suite 102
 Milwaukee, WI 53203

To County: Milwaukee County Parks
 Attn: Guy Smith
 9480 W. Watertown Plank Rd.
 Wauwatosa, WI 53226

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

32. AUTHORITY.

If Vendor is a corporation, or limited liability company or other entity, each individual executing this Agreement on behalf of Vendor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, limited liability company or other entity, and that this Contract is binding upon said corporation in accordance with its terms without the joinder or approval of any other person.

33. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month, and year first above written.

SIGNATURE PAGE TO FOLLOW