

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

This Vendor Permit Agreement ("Agreement") is made and entered into effective 3/23, 2015 (the "Effective Date"), by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County" or "Parks") and SPRECHER BREWING COMPANY, INC. ("Sprecher"), as represented by: Jeff Hamilton, (414) 964-7837. Referenced together, the County and Sprecher are the "Parties" to this Agreement.

**WITNESSETH:**

**WHEREAS**, during summer 2014, the Parties partnered in the operation of a travelling beer garden concession throughout the Milwaukee County Parks System; and

**WHEREAS**, due to the enormous success of the concession, the County offered Sprecher the opportunity to continue to partner with it on one future travelling beer garden concession;

**WHEREAS**, the County further issued a Request for Proposals ("RFP") seeking a partner in the operation of a second travelling beer garden, and on October 7, 2014, Sprecher submitted a written proposal response, meeting all terms and conditions of the RFP process (the "RFP Response"); and

**WHEREAS**, pursuant to the RFP and the RFP Response, the Parties wish to enter into a written agreement providing for the operation of two travelling beer gardens throughout the Milwaukee County Parks System.

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

**PROVISIONS:**

1. Mobile Beer Garden Operation:

1.1 Concept; Itinerary. Each of the two travelling beer garden concessions (the "Concessions") shall operate at eight (8) Milwaukee County Parks, for twelve (12) days per Park during each summer season (a "Season") throughout the Term (as hereinafter defined). The Concessions' itineraries for the initial Season are set forth on Exhibit A. Sprecher shall participate in the itineraries in a timely manner as further set forth in this Agreement. The County shall ensure that each itinerary site has access to sufficient electricity and water such that the Concession may be operated with a 110 power plug maximum. The Concession hours of operation are intended to be from 4:00 p.m. to 10:00 p.m. on weekdays and 11:00 a.m. to 10:00 p.m. on weekends and

holidays, but such hours are subject to change. No alcohol shall be dispensed or distributed to patrons after 9:00 p.m.

1.2 Equipment: For each Concession, Sprecher shall provide a Mobile Food and/or Beer Unit equipped with a wireless music system with music that will automatically loop, ATM machine, refrigerator, freezer, and cooking equipment, a storage trailer, décor, glassware, tables and seating sufficient to service two hundred (200) people (collectively, the "Equipment") for the Concession. Sprecher shall also provide a propane grill for each site for grilling purposes if the County requests one. Some exterior lighting, such as white Christmas lights, may be appropriate. Sprecher shall further provide a cage or netting in the trailer for glassware transport. There may be minimal County-supplied storage available at each site. The Equipment shall be in a condition that is reasonably acceptable to the County and shall reasonably convey a harmonious theme appropriate to the Milwaukee County Parks experience as well as that of a traditional beer garden. A "Mobile Food and/or Beer Unit" is a self-contained service operation, located in a vehicle or movable stand, self or otherwise propelled, used to store, prepare, display, or serve food and beverages intended for individual service. All proposed signage and advertising on the Equipment must be pre-approved in writing by the Parks Director or his/her designee.

1.3 Transportation: Sprecher, at its sole risk and expense, shall transport each Concession from location to location and shall be responsible for set up and tear down of each Concession at each location. Sprecher shall not be liable for any damage to turf at Concession sites.

1.4 Management: The County shall manage the operation of each Concession through staffing, service, trash removal, supply and maintenance of cash registers, and the sale of food and beverages. The County shall set pricing for all items sold. The County shall pay all utilities for the use of each Concession as well as sales taxes related to each Concession and shall retain all revenue from the sale of food and beverages.

1.5 Food and Beverages: During its hours of operation, the travelling beer garden described in this Agreement shall exclusively sell food, alcoholic beverages and non-alcoholic beverages manufactured by Sprecher, unless it offers for sale a type of food or non-alcoholic beverage not manufactured by Sprecher. The County may contract with a third party to sell additional food options at the Concession sites. The County shall purchase food and beverages from Sprecher or its contractor at the prices set forth in Exhibit B. Sprecher shall credit the County for unsold food and beverages at the end of the season. Sprecher shall provide the County with descriptions of all menu items ordered. Sprecher shall ensure that deliveries are made promptly. Park patrons may bring carry-in food and beverages to the Concession sites.

1.6 Donations:

- a. In consideration of the opportunity to partner with the County in the Concession, each Season Sprecher shall contribute a minimum of Thirty-Two Thousand Dollars (\$32,000.00) toward improvement projects for parks on that Season's itinerary. Each improvement project shall be mutually agreed upon between the Parties. The contribution shall be made via a donation to The Park People, Inc.

- b. Each Season, Sprecher shall donate one free half barrel of beer and one free half barrel root beer per site for the grand opening of each site and free cups for free samples. Sprecher shall further provide CO2 at no cost to the County. Sprecher shall also provide glassware and holders for flights at no charge to the County. Washing of flight glassware shall be the responsibility of Sprecher.
- c. Each Season, Sprecher shall donate two (2) cases of bottled root beer per Concession site, and the County shall purchase two (2) cases of bottled root beer per Concession site for marketing distribution.
- d. Each Season, Sprecher shall supply sets of the "corn-hole bags game" for use by Concession patrons.

1.7 Security: Sprecher shall be responsible for providing overnight security, if necessary, at each Concession site. The County shall not be liable for any vandalism, defacement or other similar damage to any Sprecher property, including the Equipment.

- 2. Term: This Agreement shall commence on the Effective Date and expire on December 31, 2017 (the "Term").
- 3. Marketing: The Parties shall jointly and actively market the Concession. Sprecher shall market the Concession as outlined in the RFP Response. Each Party shall acknowledge the other Party and include the other Party's logo in all promotional materials, whether print or digital, directly related to the activities covered under this Agreement.
- 4. Permits, Licenses, and Other Costs: Each Party shall procure, maintain, and pay the fees for all appropriate federal, state, and local licenses and permits required to conduct its activities under this Agreement.
- 5. Compliance with Laws: Each Party shall, at its expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over its activities under this Agreement, including, but not limited to, Milwaukee County Ordinance 111, related to the County's minimum wage requirements.
- 6. Obligations for Maintenance and Repairs:

6.1 County Rights and Obligations: The County shall clean the Equipment, including the Mobile Food and/or Beer Units, on a day-to-day basis, including interior and exterior cleaning. The County is not responsible for normal "wear and tear" on the Equipment during the Term. County shall reasonably cooperate with Sprecher in the maintenance or repair of the Equipment. If damage is caused by the County's negligence or misconduct, the County shall make such repairs. The County may install a safe in each of the Mobile Food and/or Beer Units and remove the safes at the completion of the itinerary. Sprecher shall replace all glassware damaged during moves from site to site at no cost to County.

6.2 Sprecher Obligations: Sprecher shall clean the Mobile Food and/or Beer Units thoroughly, including the beverage lines in the Mobile Food and/or Beer Units, at least once per site. Sprecher shall make repairs to the Mobile Food and/or Beer Units, including kitchen equipment, such as all coolers, freezers, beverage lines, electrical, lighting (including the replacement of light bulbs), and structural elements, except to the extent damage is caused by the County's negligence or misconduct.

6.3 Timeliness of Repairs: Each Party shall perform its obligations hereunder promptly after learning of the need for such repairs, but in any event within three (3) days of the occurrence or notice provided by one Party to the other. If County fails to make such repairs within three (3) days after Sprecher's notice (except when the repairs require more than three (3) days for performance and County commences the repair within three (3) days and diligently pursues the repair to completion), Sprecher may, at its option, undertake such repairs and charge all reasonable costs associated with making the repair to County (including salary and benefits if done with Sprecher's own staff). If Sprecher fails to make such repairs for which it is obligated within three (3) days after County's notice, 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 Sprecher (including salary and benefits if done with County's own staff).

7. Inspection by County: County shall at all reasonable times have the right to enter the Mobile Food and/or Beer Unit to 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 Sprecher's business.

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

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

Employers' Liability

\$100,000/\$500,000/\$100,000,  
if applicable

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. 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 duration of this 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 Agreement.

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

9. Indemnification: To the fullest extent permitted by law, each Party shall indemnify the other party 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 such Party's activities pursuant to this Agreement, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of such Party, its agents, or employees. Each Party 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.
10. Assignment and Subletting: Sprecher may not assign this Agreement, in whole or in part, without the prior written approval of the Parks Director or his/her designee.
11. Termination: Either Party may terminate this Agreement if the other Party fails to comply with any provision in this Agreement, and such failure continues for forty-five (45) days after a written notice from County setting forth in reasonable detail the nature of such default.
12. Partnership: 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 Sprecher or its successors or assigns. This Agreement does not create the relationship of principal and agent.
13. Notices: All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To Sprecher:  
Sprecher Brewing Company  
Attn: Jeff Hamilton  
701 Glendale Ave.  
Glendale, WI 53209

To County:  
Milwaukee County Dept. of Parks  
Parks Director  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

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

14. Order of Precedence: The Parties understand and agree that the RFP and RFP Response are incorporated into and made a part of this Agreement by this specific reference. In the event of a conflict or disagreement among the documents, the following order of precedence shall govern:
- (i) Written amendments to the Agreement;
  - (ii) The Agreement;
  - (iii) The RFP;
  - (iv) The RFP Response.

***Signature page follows***

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

**Sprecher Brewing Company Inc.**

By:  Date: 3/23/15  
Jeff Hamilton, President

**Milwaukee County Dept. of Parks, Recreation & Culture**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Dargle, Jr., Director

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Approved for execution:*

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

*Approved by:*

*Approved by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive Chris Abele

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller Scott B. Manske

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

**EXHIBIT A  
ITINERARY**

*[Attached.]*



**EXHIBIT B  
FOOD AND BEVERAGE PRICING**

*[Attached.]*

# MILWAUKEE COUNTY PARKS

PRIDE & TRADITION



## LEGEND

- Milwaukee County Parks & Parkways
- Oak Leaf Trail
- Paved Off-road Trail
- Parkway Drive
- Municipal Street



**2015 Traveling Beer Garden Stops**

#1 – Root River Area #1 & Dretzka Chalet  
May 20 - 31

#2 – Froemming & Gordon June 3 - 14

#3 – Grant Area #5 & Doctors June 16 - 28

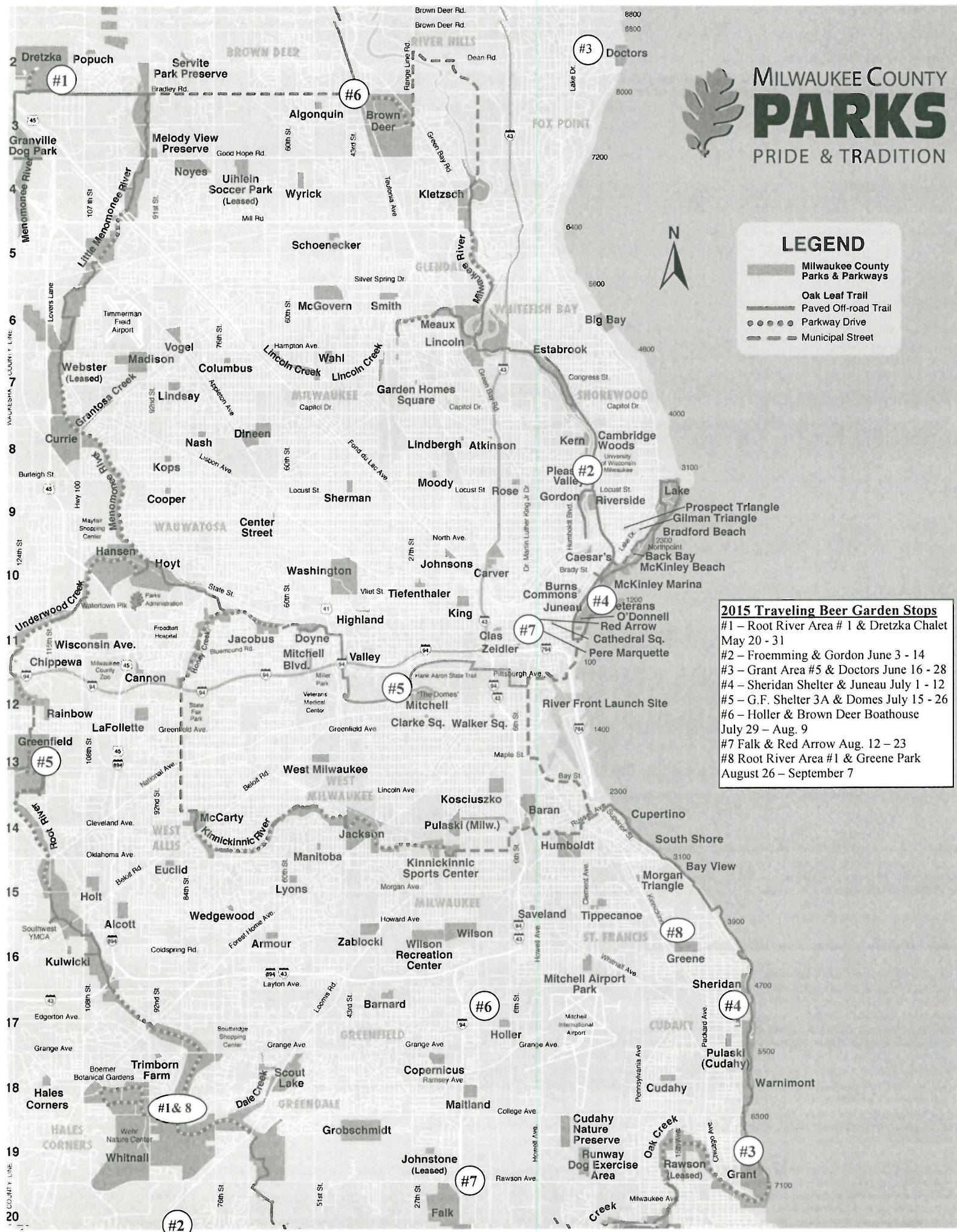
#4 – Sheridan Shelter & Juneau July 1 - 12

#5 – G.F. Shelter 3A & Domes July 15 - 26

#6 – Holler & Brown Deer Boathouse  
July 29 – Aug. 9

#7 Falk & Red Arrow Aug. 12 – 23

#8 Root River Area #1 & Greene Park  
August 26 – September 7



## Traveling Beer Garden Products Pricing

| Item                                                                                         | QTY            | Price           |
|----------------------------------------------------------------------------------------------|----------------|-----------------|
| Large Stadium Pretzels (w/ salt)                                                             | 50             | \$18.00         |
| Bavarian Style Pretzel                                                                       | 1              | \$1.25          |
| Nacho Cheese                                                                                 | 4-140 oz. bags | \$51.00         |
| Sprecher Mustards<br><i>*Coarse Beer</i><br><i>*Beer</i><br><i>*Root Beer</i>                | 1 gal.         | All:<br>\$11.00 |
| Sprecher Craft Beer Sundaes<br><i>*Witty</i><br><i>*Hefe Weiss</i><br><i>*Black Bavarian</i> | ea.            | \$3.50          |
| Bulk Beer Popcorn                                                                            | 10 lbs.        | \$27.50         |
| Sprecher Beer Popcorn                                                                        | 6 oz.          | \$1.50          |
| Sprecher Root Beer Popcorn                                                                   | 8 oz.          | \$2.00          |
| Beer Chips                                                                                   | 1.75 oz.       | \$0.45          |
| Chocolate Shoppe Soda Sorbet                                                                 | 3 gal.         | \$31.00         |
| Chocolate Shoppe Vanilla Ice Cream                                                           | 3 gal.         | \$35.00         |
| Purple Door Vanilla Ice Cream                                                                | 3 gal.         | \$57.00         |
| Purple Door Whiskey Ice Cream                                                                | 2.5 gal.       | \$60.00         |
| Sprecher Mule Mix                                                                            | 1 gal.         | \$8.15          |
| Cheese Pizza                                                                                 | 9 in.          | \$3.50          |
| Sprecher Brat Pizza                                                                          | 9 in.          | \$3.50          |
| Sprecher Pulled Pork Pizza                                                                   | 9 in.          | \$3.50          |
| Sprecher BBQ Chicken Pizza                                                                   | 9 in.          | \$3.50          |
| Sprecher Brat Pizza                                                                          | 12 in.         | \$6.00          |
| Sprecher Pulled Pork Pizza                                                                   | 12 in.         | \$6.00          |
| Sprecher BBQ Chicken Pizza                                                                   | 12 in.         | \$6.00          |
| Cheese Flight                                                                                | 5 samples      | \$2.00          |
|                                                                                              |                |                 |
|                                                                                              |                |                 |

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| Item                                                                                         | QTY            | Price           |
|----------------------------------------------------------------------------------------------|----------------|-----------------|
| Large Stadium Pretzels (w/ salt)                                                             | 50             | \$18.00         |
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|                                                                                              |                |                 |
|                                                                                              |                |                 |

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|                                                                                              |                |                 |
|                                                                                              |                |                 |