

VENDOR PERMIT AGREEMENT

BETWEEN

MILWAUKEE COUNTY PARKS

AND

GIFTS OF WINGS, INC.

This Vendor Permit Agreement ("Agreement") is made and entered into effective _____, by and between MILWAUKEE COUNTY PARKS the "County" or "Parks") and GIFTS OF WINGS, INC. (the "Vendor"), as represented by: Scott Fisher, (414) 305-3145, gsf@execpc.com. Referenced together, the County and the Vendor are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County is the owner of Veterans Park at 1010 North Lincoln Memorial Drive in Milwaukee, Milwaukee County, State of Wisconsin; and

WHEREAS, Vendor has operated a concession for the sale of kites and other concessions for over thirty years in Veterans Park and is the sole owner of the structure and flagpole operated at this location; and

WHEREAS, Vendor continues to be an excellent partner to Parks with an emphasis on customer service and has offered to make an investment in improvements to the building and surrounds as part of this agreement; and

WHEREAS, the Milwaukee County Board of Supervisors, by virtue of adopting Resolution _____ on _____, has authorized Milwaukee County Parks to enter into this agreement with the Vendor for and on behalf of Milwaukee County; and

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

PROVISIONS:

1. Operation of Concession:
 - a. General Use: Vendor is permitted to operate a concession for the sale of kites and related items (the "Concession"). The Concession shall be operated in the area designated at Veterans Park at 1010 North Lincoln Memorial Drive, Milwaukee, Wisconsin as further set forth on Exhibit A (the "Premises"). Vendor is the sole owner of the structure and the flagpole operated on the Premises (the "Facility"). No kites or other items may be sold by Vendor outside the Premises in the Park, except on occasion as agreed to by the Parties in the Extended Use Area as Exhibit B. Vendor shall have the exclusive right to provide the above-indicated service in the Park for the Term (as hereinafter defined). The Concession is a fair-weather operation, generally open from May 1 through September 30, with occasional service in the off-season. The times of operation shall be mutually agreed upon

between Vendor and the County. Vendor shall suspend operation of the Concession whenever the Park is closed.

- b. Non-exclusive Food and Beverage Concession: Vendor shall further be permitted to sell bottled water, non-alcoholic beverages, and food items including hamburgers, hot dogs, pizza, hot sandwiches, chips, snacks, cookies, and ice cream as approved by the Parks Director or his designee. Vendor shall comply with all Milwaukee County Parks practices, including compliance with agreements regarding Milwaukee County Park's exclusive non-alcoholic beverage provider and prohibitions on the sale of gum and glass bottles; provided, however, that Vendor may continue to sell gum from the two (2) gumball machines on the Premises. The County reserves the right to award a contract with one (1) or more additional vendors to provide food and beverage and/or other concessionable items in the Park, subject to the exclusivity clause in Section 1.a. Food and beverage items may not be sold by Vendor outside the Premises, including from walking salespersons or pushcarts, without the specific approval of the Director or his designee.
- c. Other Items Concession. Vendor shall further be permitted to sell glow sticks, flying toys, and related items at any time within the Premises, including the Facility, temporary tents, and immediate surrounding areas. Such items may not be sold by Vendor outside the Premises, including from walking salespersons or pushcarts, without the specific approval of the Director or his designee.
- d. Special Events. Any special events hosted by Vendor shall be governed by standard Parks Department and Milwaukee County procedures.

- 2. Term: This Agreement shall commence on the Effective Date and expire on March 30, 2026 (the "Initial Term"). The Parties shall have two (2) option to extend the Term for one (1) additional consecutive year if mutually agreeable to both Parties (each such period, a "Renewal Term"). Such option may be exercised so long as Vendor first provides written notice to County. Of its desire to enter into a Renewal Term at least six (6) months' prior to the then-current Term expiration date. The Initial Term and any then-existing Renewal Term shall be referred to as the "Term" herein.
- 3. Payment. Vendor shall pay to the County a commission of fifteen percent (15%) on all Gross Receipts of all 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. Vendor is responsible for ensuring correct payment of the State sales tax and will provide the County with an annual certification confirming payment of sales and use tax. Monthly commission payments shall be made to the County no later than thirty (30) days after the close of each succeeding month, except that January through April will be included in the May commission payment due on June 30th and October and November will be included in the December commission check due on January 31st. A detailed sales report, which will include all sales activities and a financial reconciliation of all commissions owed and paid, in a format to be agreed upon, shall accompany each commission check.

Checks shall be made payable to: **Milwaukee County Treasurer** and mailed or delivered to: Milwaukee County Parks Department, Milwaukee County Treasurer, Joe Mrozinski, 9480 Watertown Plank Rd., Wauwatosa, Wisconsin, 53226.

4. Payments for Utilities: Any costs related to the installation, service, and maintenance of utilities shall be the sole responsibility of the Vendor. Vendor shall pay to the County the monthly sum of Two Hundred and Fifty Dollars (\$250) toward the cost of Utilities May through September. "Utilities" shall include electricity and water and sewer. Payment shall be due with the respective month's commission check.
5. Alterations and Improvements:
 - 5.1 Prerequisites: Vendor hereby commits to a minimum of Twenty-Five Thousand Dollars (\$25,000) of improvements to the Premises during the initial three (3) years of the Term. Vendor shall provide proof of the amount of investment to Parks in fulfillment of this provision. Such improvements shall be approved by the Parks Director or his designee as set forth in this Section. All costs associated with the improvements to the Premises, including disconnection and/or hookup of utilities in conjunction with such improvements, shall be the responsibility of the Vendor. A Right of Entry permit may be required depending on the impact to park property, but no fee will be charged if the improvement is part of the \$25,000 commitment noted above. Any improvements beyond the \$25,000 commitment may be subject to Right of Entry permit fees and/or require a separate development agreement. 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 County and must receive County approval prior to beginning work as well as a Right of Entry permit from Milwaukee County Parks.
6. Marketing and 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. Vendor shall notify the Parks Department's Marketing Manager or his 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. Vendor may not enter into any sponsorships or other promotional arrangements with outside contractors at the Concession without the prior written consent of the Parks Director.
7. 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 or Parks Director designee.
8. 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. County further reserves the right to operate its own concession during any and all events held in its Parks except as otherwise mutually agreed between the parties.

9. Public Access: Vendor understands that the Concession is part of a public park, and the Premises are to remain open and accessible to the public in a manner that is compatible with the use of the Concession as contemplated by this Agreement.
10. Legal Compliance: Vendor shall, at Vendor's expense, promptly comply with all laws, rules, and regulations made by any governmental authority having jurisdiction over Vendor's use of the Parks and the Concession, including all local health code requirements. Vendor shall obtain and pay for all necessary permits and licensing for the operation of the Concession, including, if applicable, permits and licensing for a food and beverage concession in the City of Milwaukee.
11. Taxes: Vendor shall pay all taxes of whatever character which may be levied or charged upon Vendor to use the Premises or own the Facility, or upon the improvements, fixtures, equipment or other property, or upon the Concession operations under the Agreement.
12. County Approval of Items to be Rented and Sold: Vendor shall provide County with a list and pricing information for the products it intends to rent or sell to the public for approval. The Parks Director or his designee maintains the right to prohibit the sale or rental of any item. Vendor agrees to comply with the County's prohibitions including prohibitions on the sale of gum and beverages in glass bottles and to operate subject to the Milwaukee County Parks System's exclusive non-alcoholic beverage contract.
13. Cleaning; Garbage: Vendor is responsible for maintaining the Premises and surrounding areas, at least twenty-five (25) feet beyond the Concession, in a state of cleanliness and repair to prevent injury to the public. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful hazard, nor any material detrimental to the public health, shall be permitted to remain on the Premises, and Vendor shall prevent any such matter or material from being or accumulating on the Premises. Vendor, at its expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the County receptacles. Vendor will incur the cost of all excessive garbage pick-up from the Concession during the Term.
14. Maintenance of Facility and Equipment: Vendor shall, at all times and at its own expense, keep and maintain the Facility and all equipment, whether owned and/ or installed by Vendor or the County, such as, but not limited to, all of the fixtures, equipment and personal property in the Facility, in good repair and in a clean, sanitary and orderly condition and appearance. No equipment provided by County shall be removed or replaced by Vendor without the prior written consent of the Parks Director, and if consent is secured, removal and/or replacement shall be at Vendor's expense.
15. Removal of Facility, Equipment and Supplies: Upon expiration or termination of this Agreement for any reason or no reason, Vendor shall remove, at its costs, the Facility and all of its supplies, displays, and related items from the Premises within thirty (30) days of the expiration or termination date, or as soon as practicable, and shall restore the Premises to its prior condition, satisfactory to the Parks Director.
16. Staff: Vendor shall maintain customer service a top priority. Vendor shall employ a sufficient number of qualified staff to properly operate the Concession. Vendor 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. Vendor and staff shall wear appropriate attire which, in the sole determination of County, clearly distinguishes Concession staff from County and Milwaukee County Parks staff.

17. Nondiscrimination, Affirmative Action, and DBE Goals:

17.1 Generally: 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 or the Concession, 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 or the Concession.

17.2 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.

17.3 Affirmative Action Program: Vendor 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. Vendor 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.

17.4 Affirmative Action Plan: Vendor certifies that if it has fifty (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 Department of Audit, City Campus, 9th Floor.

17.5 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.

17.6 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.

17.7 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.

17.8 Disadvantaged Business Enterprise Goals: Vendor shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise ("DBE") participation goals, consistent with Milwaukee County DBE goals of seventeen percent (17%) for professional services contracts, and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist Vendor in soliciting potential DBE vendors for the improvements and monitor such goal attainment.

18. Site Restoration: Both Vendor and County shall together participate in a pre-season and post-season inspection of the Premises. 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. If damage is not restored by the Vendor after five (5) days of the discovery and the County elects to restore such damage, then the County shall have the right to restore the damage with its own staff or contract with 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. Security: Unarmed security personnel are permitted within the Premises for the purposes of checking identification and general observation. Vendor shall be solely responsible for and assume all risks related to the security and protection of the Premises and any equipment and for the prevention of unauthorized access to the Premises. Vendor expressly acknowledges that any security measures deemed necessary or desirable for protection of the Facility shall be the sole responsibility of Vendor at no cost to County. Vendor shall notify County of any incident resulting in loss or damage to the Premises or breach of security whether or not such incident is reported to the Milwaukee County Sheriff's Office.
20. Inspection by County: County shall at all reasonable times have the right to enter into and upon the Premises and the Facility to examine and 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.
21. 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.

23.1 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 (.5% per month, or fraction of a month) as described in Milwaukee County

ordinance section 6.06(1) and Wisconsin statutes section 74.47(2). The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

23.2 Audit Results: If, as a result of 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.

23.3 Nonexclusivity: 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.

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 Vendor, Contractor, Lessee, or other party to the contract, 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 contract, 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 Vendor. 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 Vendor, Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

23. Insurance: Every contractor and all parties furnishing services or product to Milwaukee County (County) or any of its subsidiary companies must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- 1) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage
Combined shall be at least:

| | |
|---------------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Limit | \$2,000,000 |
| Personal and Advertising injury Limit | \$1,000,000 |

- 2) Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- 3) Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- 4) Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.

Additional Requirements:

- 5) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
 - 6) The insurance specified in (1.) and (2.) above shall: (a) name County including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
 - 7) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
 - 8) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
 - 9) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.
24. 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, including 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.

24.1 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 : (a) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Vendor or its agents and/or (b) Hazardous Materials whose presence pre-exists the commencement of Vendor's improvements, located in the Park, that are discovered or disturbed as a result of Vendor's improvements on, at or near the Park. The Vendor hereby agrees to indemnify, defend and hold County harmless from and against any and all liabilities, costs, expenses (including taxable costs and taxable attorney's 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.

24.2 "Hazardous Materials:" This term 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. Notwithstanding the foregoing, the Vendor shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, clean-up, remediation, or detoxification of) any Hazardous Materials brought onsite by the County or any third parties, other than the Vendor's contractors, subcontractors, agents or guests.

25. Assignment and Subletting: Vendor 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 Parks Director.

26. Hold Over: In the event the Vendor shall continue to provide services after the expiration of the Agreement or any extension thereof, such holding over shall be deemed to constitute an Agreement from month to month, upon the same terms and conditions as herein provided, and in no event shall the Hold Over last for more than one (1) year.

27. Default:

27.1 Definition: A "Default" will occur under this Agreement if: (a) A party fails to comply with any provision in this Agreement, and such failure continues for thirty (30) days after a written notice from the other party setting forth in reasonable detail the nature of such default; or (b) 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 Vendor's interest in this Agreement and fails to remedy such condition within thirty (30) days after written notice from County; or Vendor becomes, without the prior written approval of County, a successor or merged entity in a merger, or a constituent entity in a consolidation, or an entity in a dissolution.

27.2 Remedies: If a Default occurs, then the non-defaulting party shall, at such party's option, have any or all of the following described remedies, all cumulative (so exercise of one remedy shall not preclude exercise of another remedy), in addition to such other remedies as may be available at law or in equity or under any other terms of this Agreement. The non-defaulting party may terminate this Agreement by sixty (60) days prior written notice of termination of this Agreement to the defaulting party or by any other lawful means, in which case this Agreement and the Term shall terminate, and Vendor shall vacate the Premises on the termination date. Should County so choose, if Vendor is the defaulting party, Vendor shall cooperate in continuing to staff the Concession during a transition period as County. Seeks an alternate service provider. Additionally, the non-defaulting party may bring an action to recover any or all of the following from the defaulting party: (i) any unpaid amounts set forth in Section 3 earned as of the date the Agreement terminates; and (ii) any other amount reasonably and directly necessary to compensate the non-defaulting party for all detriment caused by and directly arising from the defaulting party's failure to perform its obligations under this Agreement.

27.3 No Waiver: No failure by the County to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy upon a Default, and no acceptance of full or partial amounts due pursuant to Section 3 during continuance of any such Default, shall waive any such Default or such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Vendor, and no Default, shall be modified, except by a written instrument executed by County. No waiver of any Default shall modify this Agreement. Each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent Default of such covenant, agreement, term or condition of this Agreement.

27.4 Survival: No expiration or termination of this Agreement and no entry into or onto the Premises by County after such expiration or termination shall relieve Vendor of its liabilities and obligations under this Agreement, all of which shall survive such expiration, termination or entity.

28. Termination: County may terminate this Agreement in the event that County, upon twelve months' prior written notice to Vendor, effects to close the Facility in the Park during the Term. If County terminates the Agreement pursuant to this Section, County agrees to buy out one hundred percent (100%) of Vendor's documented capital expenditure investment in the Premises made during the Term of this Agreement on a straight-line depreciation of seven (7) years. In addition, County shall make reasonable efforts to relocate the Concession to another Milwaukee County Parks location reasonably mutually acceptable to Vendor and County. Such location shall be selected in order to account for the unique, "open-sky" requirements of Vendor's business. If the Facility shall be relocated, the County shall relocate the Facility or pay all documented expenses associated therewith. No buy-out by the County shall include any investment Vendor has made in equipment.
29. 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 Vendor or its successors or assigns. This Agreement does not create the relationship of principal and agent.

30. 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 after posting via US Mail, to the party addressed as follows:

To Vendor:

Gift of Wings, Inc.

Attn: Scott Fisher

9955 W. St. Martins

Franklin, WI 53132

To County:

Milwaukee County Dept. of Parks

Attn: Parks Director

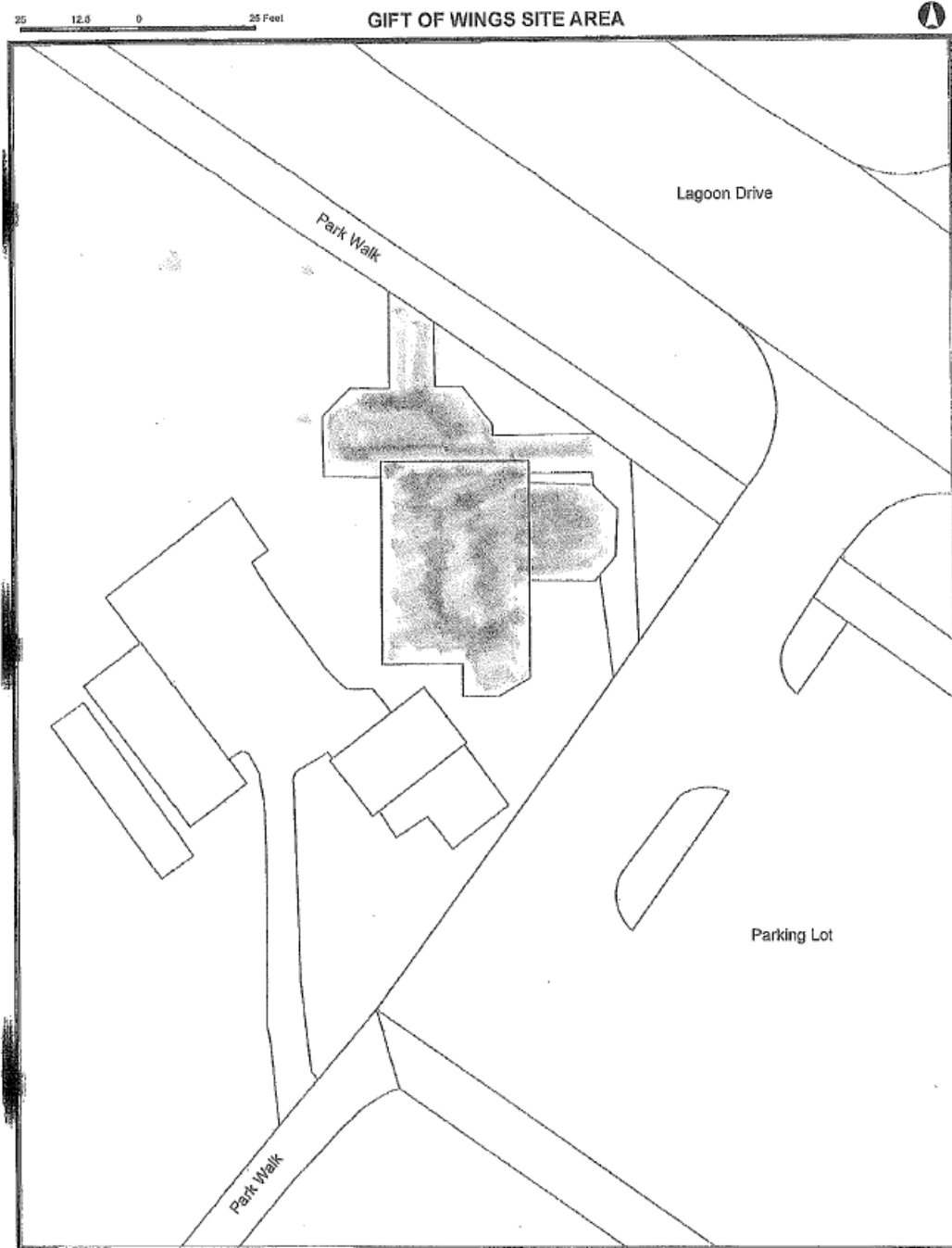
9480 Watertown Plank Road

Wauwatosa, WI 53226

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

This page reserved for electronic signatures

**EXHIBIT A
PREMISES**





MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



100 0 50 100 Feet

NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft_ 1: 600
 MCAMLIS



DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes