

# CONCESSION AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Downtown Mainstreet, Inc., hereinafter referred to as “DMI” and the City of La Crosse, on behalf of the La Crosse Center, hereinafter referred to as “La Crosse Center.”

## **WITNESSETH:**

**WHEREAS**, DMI is a non-profit Wisconsin organization founded by businesses and financial institutions to help restore the downtown district’s role as the center of the Coulee Region:

**WHEREAS**, the La Crosse Center operates a convention and arena facility for the City of La Crosse, Wisconsin, a municipal corporation;

**WHEREAS**, the La Crosse Center is desirous of granting to DMI a Concession Agreement for the sale of intoxicating liquors and fermented malt beverages for the term of this Agreement in order to jointly promote the interests of the La Crosse Center and DMI;

**WHEREAS**, DMI wishes to retain the food and beverage department of the La Crosse Center to perform day-to-day operations and the management services required under this Concession Agreement; and

**WHEREAS**, the parties are desirous of setting forth their mutual rights and responsibilities with respect to the Concession Agreement at the La Crosse Center facility located at 300 Harborview Plaza in the City and County of La Crosse, State of Wisconsin.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained,

## **IT IS AGREED AS FOLLOWS:**

1. Under the terms of this Concession Agreement, DMI shall obtain the required “Class B” fermented malt beverage license and intoxicating liquor permit authorizing the sale of fermented malt beverages and intoxicating liquor at the La Crosse Center.
2. The La Crosse Center shall manage the beer and liquor concession for DMI and in so doing shall employ all personnel operating said beer and liquor concession, determine beer and liquor pricing, making brand selections, determine the size of portions, set the hours of operation, purchase supplies and equipment and make any other expenditures at its own discretion.
3. DMI shall have the following responsibilities:
  - a. DMI shall be responsible for obtaining and maintaining a retail “Class B”

fermented malt beverage license and intoxicating liquor permit authorizing the sale of fermented malt beverages and intoxicating liquor at the La Crosse Center facility.

b. DMI shall be responsible for the payment of the Class “B” fermented malt beverage license fee, the Class “B” permit for the sale of intoxicating liquor issued by the state, the federal tax stamp, Wisconsin seller’s permit, bartenders’ license fee required of any agent or officer of DMI, along with the cost of any requisite bartenders’ school, cost of any additional audit of the books of DMI caused by the obtaining and maintaining of a retail “Class B” fermented malt beverage license and intoxicating liquor permit, and the sales and income tax incurred by DMI by virtue of unrelated business income, due to the payment provided for by this Concession Agreement.

c. DMI shall receive the first sum of -\$10,000- per license year from the gross revenues generated from the sale of beer and liquor.

d. This payment shall be made on or before May 1, 2021 for the licensing year July 1, 2021 through June 30, 2022.

4. The La Crosse Center shall have the following responsibilities:

a. The collection of all monies from the sale of intoxicating liquors and malt beverages.

b. The payment of all costs of goods sold and other taxes, except for the expenses provided in Paragraph 3 above, directly related to the sale of alcohol beverages. The expenses shall be paid from an account entitled “Downtown Mainstreet Liquor & Concession Account.” in a manner prescribed by law and by mutual consent of both parties.

c. The payment of all Personnel expenses incurred in performing all services required under this Concession Agreement, plus any and all other incidental expenses relating to said beer and liquor incurred by the La Crosse Center relating to said beer and liquor concessions shall be paid by the La Crosse Center.

d. All expenses to be paid from Downtown Mainstreet Beer and Liquor Concession Account shall be approved by the La Crosse Center Board.

e. The personnel, members and directors of DMI shall not be granted free admission to any events held at the La Crosse Center, or any other special status or treatment, by virtue of this Concession Agreement.

g. The La Crosse Center shall provide DMI with monthly reports covering the revenue expenses of the beer and liquor sales at the La Crosse Center, including Wisconsin sales tax returns for signature by DMI or authorize electronic filing of the same. DMI agrees to review, approve and sign or authorize electronic filing of all forms submitted in sufficient time to allow proper filings with any taxing authorities, before the same are due. The La Crosse Center shall have an outside audit performed annually of the Downtown Mainstreet Beer and Liquor Concession Account and a copy of the same shall be provided to DMI.

5. Both parties agree to uphold applicable local, state and federal laws, regulations

and ordinances relating to the sale of intoxicating liquors and fermented malt beverages (beer).

6. That the parties hereto shall be listed as named insureds on a policy or policies of liquor liability insurance for protection of all officers, directors, and agents of DMI and City of La Crosse, its officers, agents and employees covering the operating of the beer and liquor concessions at the La Crosse Center in an amount not less than \$1,000,000.00. Said policy or policies shall be purchased by the La Crosse Center.

7. DMI agrees that it will not be permitted to transfer said license from the La Crosse Center facility.

8. DMI agrees to appoint an agent who shall cooperate with all parties in the performance of said license and permits and shall complete any and all forms required to insure completion of all duties under this Concession Agreement.

9. The La Crosse Center agrees to defend, indemnify and hold DMI harmless from any and all claims including reasonable attorney's fees, arising out of the supervision and operation of the beer and liquor concession at the facility. This indemnification provision shall not apply to the forfeitures or fines resulting from violations of local ordinances, state or federal laws, except for acts or omissions of La Crosse Center personnel. This indemnification shall not be construed to circumvent or waive any immunity or liability limitations of the City of La Crosse or the La Crosse Center.

10. This Concession Agreement shall remain in effect for the period July 1, 2022, through June 30, 2023. It may be terminated earlier by mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS

LA CROSSE CONVENTION AND  
VISITOR BUREAU, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Will Kratt, President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kelsey Williams, Secretary

WITNESS

CITY OF LA CROSSE

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Mitch Reynolds

By: \_\_\_\_\_

By: \_\_\_\_\_  
Nikki Elsen, City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_  
Art Fahey, Center Manager