

## CONCESSION AGREEMENT

**THIS AGREEMENT** made this 17<sup>th</sup> day of May, 2018, by and between the La Crosse County Convention and Visitor Bureau, Inc., hereinafter referred to as "Convention Bureau," and the City of La Crosse, on behalf of the La Crosse Center, hereinafter referred to as "La Crosse Center."

### WITNESSETH:

**WHEREAS**, the Convention Bureau is a non-profit Wisconsin corporation organized for the purpose of promoting the La Crosse area for conventions and tourism in general;

**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 the Convention Bureau 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 the Convention Bureau;

**WHEREAS**, the Convention Bureau 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, the Convention Bureau 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 the Convention Bureau 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. The Convention Bureau shall have the following responsibilities:**

a. The Convention Bureau 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. The Convention Bureau 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 the Convention Bureau, along with the cost of any requisite bartenders' school, cost of any additional audit of the books of the Convention Bureau 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 the Convention Bureau by virtue of unrelated business income, due to the payment provided for by this Concession Agreement.

c. The Convention Bureau shall receive the first sum of \$10,000.00 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, 2018 for the licensing year July 1, 201 through June 30, 2019.

**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 "La Crosse County Convention & Visitors Bureau 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 the Convention Bureau Beer and Liquor Concession Account shall be approved by the La Crosse Center Board.

e. The personnel, members and directors of the Convention Bureau 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 the Convention Bureau 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 the Convention Bureau or authorize electronic filing of the same. The Convention Bureau 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 Convention Bureau Beer and Liquor Concession Account and a copy of the same shall be provided to the Convention Bureau.

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 the Convention Bureau 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. The Convention Bureau agrees that it will not be permitted to transfer said license from the La Crosse Center facility.

8. The Convention Bureau 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 the Convention Bureau 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, 2018, through June 30, 2019. 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

By: Michelle Hoch

By: Michelle Hoch

WITNESS

By: Sondra Craig

By: Sondra Craig

By: [Signature]

LA CROSSE CONVENTION AND VISITOR BUREAU, INC.

By: [Signature]  
Pete Boese, President

By: [Signature]  
Pamela Maas, Secretary

CITY OF LA CROSSE

By: [Signature]  
Tim Kabat, Mayor

By: [Signature]  
Teri Lehrke, City Clerk

By: [Signature]  
Art Fahéy, Center Manager