

# CONCESSION AGREEMENT

THIS AGREEMENT made this 13<sup>th</sup> day of June 2013, by and between the La Crosse Convention and Visitor Bureau, Inc., hereinafter referred to as "Convention Bureau," and the La Crosse Center of the City of La Crosse, Wisconsin, 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, and

WHEREAS, the Convention Bureau is desirous of obtaining a "Class B" intoxicating liquor permit and fermented malt beverage license at the La Crosse Center, as a way of facilitating the purposes of the Convention Bureau, and

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

WHEREAS, the parties are desirous of setting forth their mutual rights and responsibilities with respect to 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:

1. The La Crosse Center shall have the following responsibilities: It 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.

2. The Convention Bureau shall have the following responsibilities: It 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.

3. The parties mutually agree as follows:

a) 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 sellers 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, i.e., the \$10,000.00 payment provided for by this agreement.

b) The La Crosse Center shall pay to the Convention Bureau the sum of \$10,000.00 per license year from the gross revenues generated from the sale of beer and liquor, which payment shall be made on or before May 1, 2013 for the licensing year July 1, 2013 through June 30, 2014.

c) All costs of goods sold and other taxes, except as provided for paragraph 3 a) directly related for the sale of alcohol beverages thereon shall be paid from an account entitled "Convention Bureau Beer and Liquor Concession Account" in a manner prescribed by the mutual consent of both parties. Personnel expenses in operating said concessions, and 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 from the Convention Bureau Beer and Liquor Concession Account shall be approved by the La Crosse Center Board.

e) That 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.

f) 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).

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 monthly reports including Wisconsin sales tax returns for signature by the Convention Bureau. 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.

4. 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.

AND IN ANY EVENT, THE LA CROSSE CENTER AGREES TO INDEMNIFY AND HOLD THE CONVENTION BUREAU HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE SUPERVISION AND OPERATING OF THE BEER AND LIQUOR CONCESSIONS AT THE LA CROSSE CENTER FACILITY. THIS INDEMNIFICATION PROVISION SHALL NOT APPLY TO 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 ANY LIABILITY LIMITATION OR IMMUNITIES AVAILABLE TO THE LA CROSSE CENTER.

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

a) Convention Bureau agrees to appoint an agent who shall cooperate with both parties in the performance of said license and permit.

6. This concession agreement shall remain in effect for the period beginning July 1, 2013, through June 30, 2014. 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.

Carol K Daily

BY: Todd Pestel  
, president

Carol K Daily

BY: David J. Clement  
, secretary

Hildi Larson

BY: Tim Kabat  
Tim Kabat, Mayor

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BY: Teri Lehrke  
Teri Lehrke, City Clerk

Art Fahey

BY: Art Fahey  
Art Fahey, Center Manager