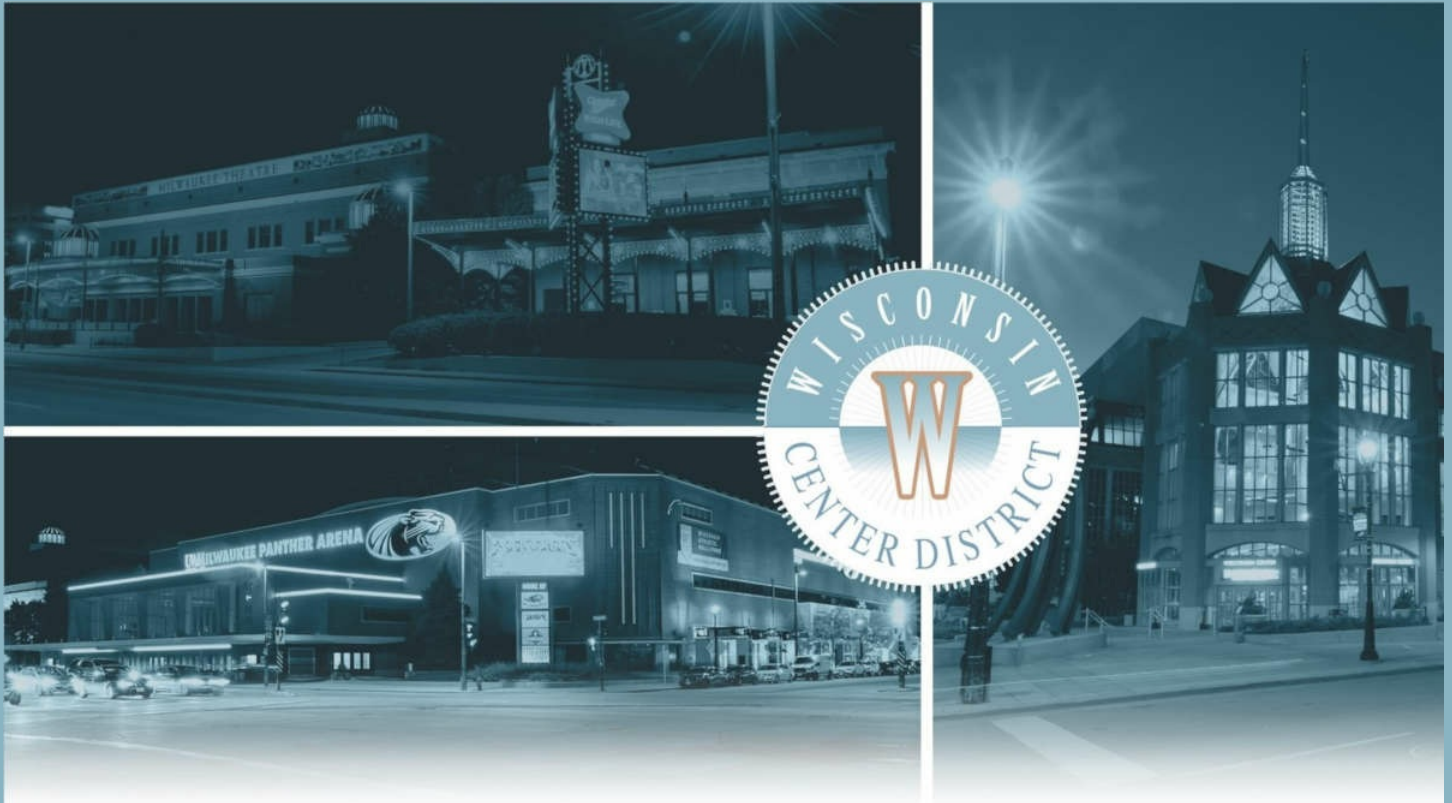


(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974



UW-MILWAUKEE PANTHER ARENA

License Agreement for Consumer Shows, Banquets and Public Entertainment

Milwaukee, Wisconsin

User Contact | Jennifer Smith Facility | UW-Milwaukee Panther Arena
Account | Milwaukee Board of School Event Period | 5/24/2023 - 5/25/2023
Directors
Event | MPS 2023 Graduation
Ceremonies (5/24-5/25)
Event # | 1521-65-65-52974 Minimum License Fee | \$38,600.00

Deposit/Payment Record:

First Deposit	Due: \$20,709.72	Due Date: 11/1/2022
Second Deposit	Due: \$55,349.13	Due Date: 3/25/2023

Insurance Record:

Date Due: 3/25/2023	Date Sent:
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(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

MPS 2023 Graduation Ceremonies (5/24-5/25)

Contract Requisition Number: CR056922

Contract Number: C031026

Vendor Number: V0626554

Event #: 1521-65-65-52974



**Consumer Shows, Banquets
and Public Entertainment
License Agreement**

BETWEEN: Wisconsin Center District, 400 W Wisconsin Avenue, Milwaukee, WI 53203 (hereinafter called "WCD")

AND: Milwaukee Board of School Directors
5225 West Vliet Street
PO Box 461 53201-0461
Milwaukee, WI 53208 (hereinafter called "USER")

The objective of the Wisconsin Center District is to provide maximum USER, exhibitor, and patron service at reasonable cost while, at the same time, recognizing its obligations to the citizens of Milwaukee in developing maximum use of the structure as a multi-purpose facility.

WCD hereby grants USER permission to use PREMISES, as defined in Paragraph A in the Facility (The buildings and improvements owned and/or operated by WCD including the UW-Milwaukee Panther Arena 400 West Kilbourn Avenue; The Miller High Life Theatre, 500 West Kilbourn Avenue and the Wisconsin Center, 400 West Wisconsin Avenue.) on the terms and provisions set forth in this Agreement, as referenced in Schedule A.

THIS LICENSE AGREEMENT MUST BE SIGNED AND RETURNED TO THE WCD BY: 11/1/2022 IN ORDER TO RETAIN THE SPACE BEING HELD IN SCHEDULE A.

- A. WCD grants to USER permission to use certain portions of the Facility for the Event described in this Agreement and for no other purpose in the areas, for the time, dates and permitted uses and at the rates set forth in Schedule A in accordance with the rules and regulations governing to use the Facility as prescribed by WCD from time to time. The areas permitted to be used by User hereunder are hereinafter referred to as the "PREMISES".
- B. USER hereby covenants and agrees with WCD:
1. To pay to WCD at the times required herein or in Schedule A for the making of payments, all amounts due to WCD, including required Wisconsin Sales Tax (5.5%), for the use of PREMISES, for any additional services, accommodations, equipment, labor or materials furnished or rented to USER by WCD and for any damages determined in accordance with this Agreement, all in lawful money of the United States of America, company check or certified check.
USER shall be bound by all directions, requests and orders given to WCD by persons with apparent authority including, without restriction, USER'S designated representative(s).
Any unpaid amounts shall be invoiced or, if there are box office ticket sales, WCD shall have a lien on the box office receipts of USER at the time of settlement. USER agrees that upon notice of such lien, USER shall no longer have control or possession of these box office moneys until the unpaid amount is fully discharged with interest at the legal rate. An additional three percent (3%) shall be retained by WCD on all credit card ticket sales.
All payments for equipment, labor and additional charges are due upon receipt of the invoice. Delinquent accounts will be charged one and one half (1½) percent of the remaining balance per month until balance is paid. All USER'S checks returned by a financial institution for any reason will be added to the post event billing and USER shall pay an additional \$30.00 handling fee per check.
 2. To abide by all rules and regulations set forth in Schedule B as well as the Event Manager's Sourcebook for the Wisconsin Center: <https://www.wisconsincenter.com/event-planner-information/#EventManagersSourcebook>
UW-Milwaukee Panther Arena: <http://www.wcd.org/promoters/#TechnicalManuals>
Miller High Life Theatre: <http://www.wcd.org/promoters/#TechnicalManuals>
 3. To comply with all laws of the United States, the State of Wisconsin, all ordinances of the City of Milwaukee and all rules and requirements of the police and fire departments or other municipal authorities of the City of Milwaukee. The foregoing obligation includes an obligation to ensure compliance with the City of Milwaukee's public health ordinances, rules and requirements, including any Safety Plans, if required, the WCD has submitted to the City in order to ensure that the USER'S

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Event #: 1521-65-65-52974

MPS 2023 Graduation Ceremonies (5/24-5/25)

event could occur, that are related to infectious diseases or are designed to help prevent the spread of infectious diseases. Any failure by USER to fulfill its obligations as clarified herein shall constitute a material breach of the License Agreement and shall entitle WCD to pursue any and all remedies available to WCD under the License Agreement or at law or in equity. In the event WCD exercises its rights described herein, USER shall not be entitled to any refund and USER shall remain liable for all fees agreed to in the License Agreement.

4. To obtain and pay for all necessary permits and licenses including but not limited to applicable music licenses such as ASCAP, BMI, SESAC and GMR.
5. Should USER elect to issue or sell tickets for admission to the Event, WCD shall have the sole right to approve the method of distribution and/or sale of such tickets to ensure compliance with its third party ticket service provider license agreement.
6. To not knowingly do, nor suffer to be done, anything on the PREMISES during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of USER is called to any such violation on the part of USER or of any person employed by or admitted to the PREMISES by USER, its representatives, agents, subcontractors, guests or invitees, USER will immediately desist from or correct such violation.
7. To obtain and pay for all copyrights, royalties, licenses, and similar charges with respect to the performances of the Event. USER warrants and represents to WCD it has the legal and contractual right to promote and produce the Event, including use of all pictures, videos, and other collateral for promoting and advertising the Event. USER shall indemnify, hold harmless, and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgments, and claims due to USER'S failure, negligence, misrepresentations or breach of contract with WCD or other third parties as it pertains to USER'S obligations in this paragraph.
8. To arrange through WCD and pay for all door staff, floor supervisors, ushers, ticket takers, security, stagehands and other personnel that are required, in the discretion of WCD, to effectively and appropriately staff the PREMISES.
9. To submit all floor plans for exhibits and meetings with detailed diagrams to WCD for approval by the WCD Event Services Department prior to space assignment or publication of any floor plans in USER'S materials, but not less than thirty (30) working days prior to the Event. Verification of total exhibit area utilized will be made on the first show day.
10. To vacate the PREMISES at the end of the Event Period and surrender the PREMISES in the same condition as the commencement of the Event move-in date, ordinary use, wear and tear, and damage caused by fire or other casualty excepted.
11. That if the function in any room extends beyond the specified number of hours indicated in Schedule A, USER agrees to pay the published rate pro-rated per hour or a fraction thereof.
12. To not admit a larger number of persons than can safely and freely move about the PREMISES and the decision of WCD in this respect shall be final.
13. To permit no chair or movable seat to be in or remain in the passageways and shall keep passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, halls, elevators, escalators or stairways or access to public utilities of the PREMISES shall be obstructed by USER or used for any purpose other than for ingress to and egress from the PREMISES. The doors, skylights, stairways or openings that reflect or admit light into any place in the Facility, and radiators and house lighting attachments shall not be covered or obstructed by USER unless approved by WCD in writing. The public toilets or other water apparatus shall not be used for any purpose other than that of which they were constructed.
14. That all property belonging to USER that is in or on any part of the Facility shall be there at the risk of USER, and WCD shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Facility, except to the extent the accident is caused by the negligence of WCD.
15. WCD is not responsible for any property lost, stolen or damaged in the Facility before, during or after the Event, whether belonging to USER or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers. WCD reserves the right to remove from the Facility all items remaining therein after the Event and dispose of such items in a manner, which in the WCD's sole judgment, is deemed appropriate. WCD may, at its option, store such items in the Facility and charge USER a reasonable storage fee unless USER makes alternative arrangements with WCD for the disposal of the property. USER shall indemnify, hold harmless, and defend the WCD from any claims, losses or damage to any property that is removed under this Paragraph. USER shall also reimburse WCD for any costs and expenses incurred by WCD under this Paragraph.
16. That except as may be otherwise specified herein, WCD retains the right to manage the Event and the Facility in the manner it deems consistent with good business judgment, including, but not limited to, the right to eject or remove any individual or individuals who fail to comply with any City of Milwaukee public health ordinances, rules and requirements, including any Safety Plans the WCD has submitted to the City, that are related to infectious diseases or are designed to help prevent the spread of infectious diseases.

C. WCD hereby covenants and agrees with USER:

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

Event #: 1521-65-65-52974

MPS 2023 Graduation Ceremonies (5/24-5/25)

1. To permit USER, upon the faithful performance terms of this Agreement, to peaceably and quietly have, hold and enjoy the use of the PREMISES for the term as set out in Schedule A hereto.
 2. To furnish, at WCD'S expense:
 - a. The initial set up and tear down including linen-topped-tables, chairs, skirted head table on risers (exhibit space/halls excluded). Changes to the initial set will be billed at Prevailing Rates.
 - b. Show office and support space when available.
 - c. Janitorial services to all common areas of the building, provided, however, USER shall be responsible for cleaning booths used for exhibits, it being the responsibility of WCD to clean aisles and other common areas only.
 - d. At USER'S request, one show management phone with outside dial access for local calls will be included with Consumer Shows and Public Shows using Exhibit Hall space for exhibits. Standard phone lines will be charged Prevailing Rates (local calls are included, long distance calls at Prevailing Rates).
 - e. Heating and air conditioning, when required by season, one hour prior to each Event and until the End Time each day as scheduled in Schedule A of this Agreement (excluding move-in and move-out dates). Lighting through existing fixtures from one hour prior to each day of the Event and until the End Time each day as defined in Schedule A of this Agreement.
 - f. All Exhibitor Utility orders are coordinated, processed and installed by WCD.
- D. It is mutually agreed by and between the parties hereto:
1. To abide by WCD'S rules and regulations as outlined in Schedule B.
 2. WCD reserves the right to display advertising and promotions, without limitation. Audiovisual promotions locations include:
 - a. The video scoreboard, LED signage and concourse monitors and any future video monitors located inside the UW-Milwaukee Panther Arena
 - b. Current video monitors (and any future video monitors) located inside and outside the Facilities.
 3. USER acknowledges and agrees that due to Force Majeure or for other reasons, including but not limited to construction activities in or around the Facility, the space designated herein as the "PREMISES" may become unavailable for use by USER for the purposes set forth herein. In the event that the PREMISES shall become unavailable, WCD shall have the right, upon at least thirty (30) days written notice to USER, to relocate USER to alternative space in the Facility of similar size and utility to the PREMISES, as determined by WCD in its sole but reasonable discretion. Such alternative space shall, upon delivery of such written relocation notice from WCD, become the PREMISES for purposes of this Agreement, and this Agreement shall otherwise continue on unaffected by such relocation. Notwithstanding the foregoing, if WCD fails to provide thirty (30) days written notice to USER of any such relocation, or if WCD determines, in WCD's sole but reasonable discretion, that relocation space of similar size and utility to the original PREMISES is not available within the Facility, WCD shall notify USER in writing of same, and WCD and USER shall thereafter work together in good faith to agree upon alternative space within the Facility to serve as a substitute for the PREMISES and to agree upon any other changes to this Agreement deemed necessary or appropriate by the parties in connection therewith; provided, that if the parties are unable, within thirty (30) days after WCD's delivery of such written notice to agree upon alternative space within the Facility and upon any other changes to the Agreement, USER will be considered to have cause to terminate this Agreement without liability upon written notice to WCD delivered within thirty (30) days of USER'S receipt of such notice from WCD.
 4. USER agrees to follow Wisconsin Law which requires "non-resident" entertainers to file surety bonds or cash deposit if the total contracted price for performers in Wisconsin exceeds \$7,000.00.
 5. WCD is responsible for compliance with Title II and Title III of the Americans with Disabilities Act of 1990 or as amended and all regulations thereunder as they may relate to permanent Facility access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility. USER is responsible for compliance with all applicable laws and regulations relating to non-permanent accessibility requirements such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired and mobility impaired.
 6. Indemnify, hold harmless and defend the other party from any and all claims, actions, damages, liabilities and expenses (including reasonable attorney fees) in connection with loss of life, personal injury, or illness (including, but not limited to, death, injury or illness caused by exposure to bacteria, a virus or any other pathogen) and/or property damage to the extent the same is caused by the negligence of the indemnifying party or its agents, employees, contractors, representatives, guests or invitees. The obligations of the indemnifying party hereunder shall survive the termination of this Agreement.
 7. That in the event that either party hereto is delayed or prevented from the performance of any act hereunder because of war, riot, public emergency or calamity, Terrorism, unavailability of repair parts or materials, defects in the Premises, strike, lockout, labor disturbance, fire, failure of power, interruption of transportation services, inclement weather, earthquake, lightning, flood, Acts of God, restrictive governmental laws, regulations, order or decrees or other reasons beyond a party's reasonable control ("Force Majeure"); neither party shall be obligated to the other party for any losses or costs incurred by

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Event #: 1521-65-65-52974

MPS 2023 Graduation Ceremonies (5/24-5/25)

either party as a result of the Force Majeure.

8. The License Period shall not be extended. In the event of a cancellation due to Force Majeure, the parties shall make reasonable efforts to reschedule the Event(s) to a mutually acceptable time and WCD shall retain all deposits and other funds in its possession and apply the same to the rescheduled Event(s).
9. In the event that (a) USER cancels this Agreement prior to the first day of the License Period except as a result of Force Majeure, or (b) USER fails to pay the Minimum License Fee or any charge due hereunder when due or (c) USER fails to perform any of the other terms of this Agreement to be performed by USER, then WCD may, upon notice to USER, terminate this Agreement and/or re-enter and recover possession of the PREMISES and WCD may retain any deposits in its possession and USER shall not be released from its obligation to pay the entire unpaid balance of the fees and charges under this Agreement when due. Prevailing party shall be entitled to all costs, expenses and reasonable attorney fees that may be incurred or paid by such party in enforcing the covenants and provisions of this Agreement or in collecting any amounts due hereunder.
10. This Agreement together with Schedule A and B contains all the terms and conditions agreed upon by the parties to this Agreement and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No other exhibits, riders or attachments are of any force or effect or shall not in any way modify or amend the terms and conditions of this Agreement unless such exhibit or amendment is executed by both parties. If any term, provision or condition of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby and shall remain in full force.
11. All terms and conditions of this Agreement shall be binding upon the parties, their successors, heirs and assigns, and cannot be amended, varied or waived by any oral representation or otherwise. All amendments to this Agreement shall be in writing and shall be signed by the duly authorized representatives of USER and WCD. No assignment of this Agreement by USER shall be valid without the written consent of WCD.
12. This Agreement shall be binding upon the parties and the dates of the Event shall be confirmed only upon execution of this Agreement by both parties.
13. Each individual executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute this Agreement on behalf of USER and that this Agreement is binding upon USER without the joinder or approval of any other person.
14. This Agreement and any amendments thereto, to the extent signed and delivered by means of an electronic transmission (including but not limited to facsimile and email of a PDF signature), shall be treated in all respects as an original agreement and shall be considered to have the same binding effect as if it were an original signed version thereof delivered in person.

USER: Milwaukee Board of School Directors

WCD: Wisconsin Center District

By: _____
Janine Adamczyk
Director of Procurement & Risk Management

By: _____
Martin Brooks, President & CEO

Date: _____

By: _____
Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974

SCHEDULE A

Sales Rep: Katie Ragan
Email: kragan@wcd.org

USER Contact: Jennifer Smith
Phone: (414) 475-8253

WCD grants to USER permission to use certain portions of the Facility for the Event described in this Agreement and for no other purpose in the areas, only for the period of time set forth in this Agreement and on the dates and at the rates set forth in Schedule A.

Areas to be Licensed in the UW-Milwaukee Panther Arena:

Date	Start	End	Function	Room	Fee
May 24, 2023 (Wed)	6:00 AM	11:59 PM	Graduation Ceremonies	Arena (entire)	\$19,850.00
May 25, 2023 (Thu)	12:00 AM	11:59 PM	Graduation Ceremonies	Arena (entire)	\$19,850.00

Total Fee:	\$39,700.00
Less Rental Discount:	(\$1,100.00)
Minimum License Fee:	\$38,600.00
Estimated Total:	\$82,838.87

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
 Milwaukee Board of School Directors

Contract Requisition Number: CR056922
 Contract Number: C031026
 Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974

Preliminary Cost Estimate

This may not be a complete cost estimate. Please contact your event manager for a full estimate.



Account: Milwaukee Board of School Directors
Event: MPS 2023 Graduation Ceremonies (5/24-5/25) (1521-65-65-52974)
Date: 05/24/2023 - 05/25/2023

Rental									
Date	Time	Item/Room	Qty	Price	Subtotal	Discount	Labor Fee	Tax	Total
05/24/2023	08:00A-11:59P	Arena (entire)	1	\$19,850.00	\$19,850.00	\$550.00	\$0.00	\$0.00	\$19,300.00
05/25/2023	12:00A-11:59P	Arena (entire)	1	\$19,850.00	\$19,850.00	\$550.00	\$0.00	\$0.00	\$19,300.00
Rental Totals					\$39,700.00	\$1,100.00	\$0.00	\$0.00	\$38,600.00

Conference Technologies									
Date	Time	Item/Room	Qty	Price	Subtotal	Discount	Labor Fee	Tax	Total
05/24/2023	08:00A-11:59P	CTI Order	1 Event	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00
05/25/2023	08:00A-11:59P	CTI Order	1 Event	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$0.00	\$6,800.00
Conference Technologies Totals					\$13,200.00	\$0.00	\$0.00	\$0.00	\$13,200.00

Guest Services									
Date	Time	Item/Room	Qty	Price	Subtotal	Discount	Labor Fee	Tax	Total
05/24/2023	07:00A-09:30P	UWMPA Floor Supervisor	1 x 14.50 Hour	\$32.00	\$464.00	\$0.00	\$0.00	\$0.00	\$464.00
05/24/2023	07:30A-09:00P	UWMPA Annex	1 x 13.50 Hour	\$29.00	\$391.50	\$0.00	\$0.00	\$0.00	\$391.50
05/24/2023	07:30A-09:00P	UWMPA Grey Doors	4 x 13.50 Hour	\$29.00	\$1,566.00	\$0.00	\$0.00	\$0.00	\$1,566.00
05/24/2023	07:30A-09:00P	UWMPA Ticket Taker	5 x 13.50 Hour	\$29.00	\$1,957.50	\$0.00	\$0.00	\$0.00	\$1,957.50
05/24/2023	07:30A-09:00P	UWMPA Usher	5 x 13.50 Hour	\$29.00	\$1,957.50	\$0.00	\$0.00	\$0.00	\$1,957.50
05/25/2023	07:00A-09:30P	UWMPA Floor Supervisor	1 x 14.50 Hour	\$32.00	\$464.00	\$0.00	\$0.00	\$0.00	\$464.00
05/25/2023	07:30A-09:00P	UWMPA Annex	1 x 13.50 Hour	\$29.00	\$391.50	\$0.00	\$0.00	\$0.00	\$391.50
05/25/2023	07:30A-09:00P	UWMPA Grey Doors	4 x 13.50 Hour	\$29.00	\$1,566.00	\$0.00	\$0.00	\$0.00	\$1,566.00
05/25/2023	07:30A-09:00P	UWMPA Ticket Taker	5 x 13.50 Hour	\$29.00	\$1,957.50	\$0.00	\$0.00	\$0.00	\$1,957.50
05/25/2023	07:30A-09:00P	UWMPA Usher	5 x 13.50 Hour	\$29.00	\$1,957.50	\$0.00	\$0.00	\$0.00	\$1,957.50
Guest Services Totals					\$12,673.00	\$0.00	\$0.00	\$0.00	\$12,673.00

Public Safety									
Date	Time	Item/Room	Qty	Price	Subtotal	Discount	Labor Fee	Tax	Total
05/24/2023	06:00A-11:59P	Arena Lot Parking Spot	10 spots per graduation	40 Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/24/2023	06:30A-09:30P	UWMPA Supervisor	1 x 15 Hour	\$27.00	\$405.00	\$0.00	\$0.00	\$0.00	\$405.00
05/24/2023	07:00A-07:00P	UWMPA Parking Lot	1 x 12 Hour	\$22.75	\$273.00	\$0.00	\$0.00	\$0.00	\$273.00
05/24/2023	07:00A-09:00P	UWMPA Mag Operators	15 x 14 Hour	\$22.75	\$4,777.50	\$0.00	\$0.00	\$0.00	\$4,777.50
05/24/2023	07:00A-09:30P	UWMPA Pass Gate	1 x 14.50 Hour	\$22.75	\$329.88	\$0.00	\$0.00	\$0.00	\$329.88
05/25/2023	06:00A-11:59P	Arena Lot Parking Spot	10 spots per graduation	40 Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/25/2023	06:30A-09:30P	UWMPA Supervisor	1 x 15 Hour	\$27.00	\$405.00	\$0.00	\$0.00	\$0.00	\$405.00
05/25/2023	07:00A-07:00P	UWMPA Parking Lot	1 x 12 Hour	\$22.75	\$273.00	\$0.00	\$0.00	\$0.00	\$273.00
05/25/2023	07:00A-09:00P	UWMPA Mag Operators	15 x 14 Hour	\$22.75	\$4,777.50	\$0.00	\$0.00	\$0.00	\$4,777.50
05/25/2023	07:00A-09:30P	UWMPA Pass Gate	1 x 14.50 Hour	\$22.75	\$329.88	\$0.00	\$0.00	\$0.00	\$329.88
Public Safety Totals					\$11,570.75	\$0.00	\$0.00	\$0.00	\$11,570.75

Stagehands									
Date	Time	Item/Room	Qty	Price	Subtotal	Discount	Labor Fee	Tax	Total
05/24/2023	06:00A-11:59P	House Light Operator Performance Call	4 graduations per day	4 Performance	\$208.89	\$835.56	\$0.00	\$0.00	\$835.56
05/25/2023	06:00A-11:59P	House Light Operator Performance Call	4 graduations per day	4 Performance	\$208.89	\$835.56	\$0.00	\$0.00	\$835.56
Stagehands Totals					\$1,671.12	\$0.00	\$0.00	\$0.00	\$1,671.12

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Contract Requisition Number: CR056922
 Contract Number: C031026
 Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974

Video Production

<u>Date</u>	<u>Time</u>	<u>Item/Room</u>	<u>Qty</u>	<u>Price</u>	<u>Subtotal</u>	<u>Discount</u>	<u>Labor Fee</u>	<u>Tax</u>	<u>Total</u>
05/24/2023	06:00A-11:59P	Scoreboard Systems (house audio only)	1 Each	\$1,737.00	\$1,737.00	\$0.00	\$0.00	\$0.00	\$1,737.00
05/24/2023	06:00A-11:59P	Streaming	1 Event	\$825.00	\$825.00	\$0.00	\$0.00	\$0.00	\$825.00
05/25/2023	06:00A-11:59P	Scoreboard Systems (house audio only)	1 Each	\$1,737.00	\$1,737.00	\$0.00	\$0.00	\$0.00	\$1,737.00
05/25/2023	06:00A-11:59P	Streaming	1 Event	\$825.00	\$825.00	\$0.00	\$0.00	\$0.00	\$825.00
Video Production Totals					\$5,124.00	\$0.00	\$0.00	\$0.00	\$5,124.00
					Subtotal	Discount	Labor Fees	Tax	Total
EVENT TOTALS					\$83,938.87	\$1,100.00	\$0.00	\$0.00	\$82,838.87

Clauses

Licensed Space listed above includes decorator, exhibitor and audiovisual move in and move out.

Reference Schedule B for Prevailing Rates for labor.

USER is self-insured and will provide proof of self-insured status.

Payment Schedule

<u>Installment</u>	<u>Amount</u>	<u>Due Date</u>	<u>Received</u>
First Deposit	\$20,709.72	11/1/2022	
Second Deposit	\$55,349.13 (\$62,129.15 total, \$6,780.02 applied from 2022 event)	3/25/2023	

Deposits are non-refundable except in cases where WCD is unable to deliver possession of the PREMISES in the Facility.

Please remit to:

Wisconsin Center District, 400 W Wisconsin Ave, Milwaukee WI 53203

Reminders

[3/25/2023] Self-insured letter is due

[4/25/2023] Floor plans for exhibits and meetings with detailed diagrams due

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974

Milwaukee Board of School Directors:

WCD: Wisconsin Center District

By: _____
Janine Adamczyk
Director of Procurement & Risk Management

By: _____
Martin Brooks, President & CEO

Date: _____

Date

By: _____
Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

MPS 2023 Graduation Ceremonies (5/24-5/25)

Contract Requisition Number: CR056922

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Event #: 1521-65-65-52974

SCHEDULE B

RULES AND REGULATIONS GOVERNING USE OF WISCONSIN CENTER DISTRICT FACILITIES

1. Labor

USER agrees to reimburse WCD at the Prevailing Rates for all labor not included in the Minimum License Fee. Contracted personnel may include International Alliance of Theatrical Stage Employees, Local 18, Chicago & Midwest Regional Jt. Board, Workers United, Local #122 and Service Employees International Union. Guest Services staff, Floor Supervisors, ticket takers and ushers to seat people are required and will be provided at the Prevailing Rates. Exterior doors that are not staffed cannot be opened.

Prevailing Rates frequently charged are listed below. WCD shall make every attempt to schedule labor on a multiple job basis to ensure work is done on regular time. The rates set forth in this Section are subject to applicable contract provisions, minimum calls and premiums. (All rates subject to change on a periodic basis on or after January 1st. For estimating purposes, anticipate a minimum increase of 3-5% per year.

2022 Labor Rates		
	Regular Hourly Rate	Overtime Hourly Rate
Cleaning	\$50.00	\$75.00
Dock Staff	\$29.00	\$45.00
Electricians	\$107.00	\$161.00
Engineers	\$107.00	\$161.00
Guest Service	\$28.00	\$43.00
Floor Supervisor	\$30.00	\$46.00
Setup	\$56.00	\$83.00

Stagehands: Rates determined by skills required, contact Event Services Manager, if estimate needed.

2. Electrical Services

All electrical service in the Wisconsin Center Foyers will be provided at Prevailing Rates excluding service used by WCD's preferred audio visual vendor. Electrical service to exhibitors will be provided at Prevailing Rates at any location in WCD's Facilities. Exhibitors may plug in their own connections. All electrical service in the Miller High Life Theatre or the UW-Milwaukee Panther Arena will be supplied at the current Prevailing Rates.

3. Promotion

The individual buildings owned and operated by WCD are the UW-Milwaukee Panther Arena, Miller High Life Theatre, and Wisconsin Center. When reference is made to a particular building in all print and broadcast materials associated with the Event, use "the Wisconsin Center, 400 West Wisconsin Avenue" "the UW-Milwaukee Panther Arena, 400 West Kilbourn Avenue" and "the Miller High Life Theatre, 500 West Kilbourn Avenue."

4. Public Sale of Tickets

Should USER elect to issue or sell tickets to the general public for admission to the Event, WCD shall have the sole right to approve the method of distribution and/or sale of such tickets to ensure compliance with its third party ticket service provider license agreement.

5. Audio Visual Operation, Broadcast Rights, & Electronic Transmission

Audio visual services can be provided by WCD's preferred in-house audio visual vendor. If USER is using an outside vendor, USER will be charged for electrical power, patch fees, Ballroom hanging points and any equipment at Prevailing Rates. Contact your event manager for current rates. Airwall hangers must be approved by WCD.

In consideration for WCD granting rights for any commercial video/audio recording, web cast or live broadcast of any event from a WCD Facility, USER is responsible for an origination fee at Prevailing Rates based upon the support services requested of and supplied by WCD. Any commercial video, web cast or broadcast created shall contain credits referencing WCD. WCD, with USER'S permission, may copy this recording or broadcast for archival purposes. Any deviation from the policy above must be approved in writing by WCD. Both parties, prior to installation, must sign a written estimate.

During all events and at all WCD Facilities, WCD reserves the right to display advertising and promotions, without limitation. Audiovisual promotions locations include:

- a. The video scoreboard, LED signage and concourse monitors and any future video monitors located inside the UW-Milwaukee Panther

Contract Requisition Number: CR056922
Contract Number: C031026
Vendor Number: V0626554

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

Event #: 1521-65-65-52974

MPS 2023 Graduation Ceremonies (5/24-5/25)

Arena

b. Current video monitors (and any future video monitors) located inside and outside the Facilities.

USER shall not interfere with, block, shield, remove, tamper with, or otherwise disturb any advertising or promotions in any WCD facilities unless express written consent is received from WCD.

6. Decorations, Signs and Balloons

No sign, banner, poster, decal, stencil, mural or other promotional materials may be taped, nailed, stapled, fastened, adhered, painted, or otherwise affixed to any surface without the express written consent of WCD. Damages resulting from these practices will be charged to USER. Helium balloons, glitter and confetti are prohibited in the Facility without the express written consent of WCD. Signs containing commercial advertising messages (other than signs within the booths or spaces of exhibitors) must be approved by WCD prior to being displayed at USER's event. Free standing signs, banners, decorations and similar promotional materials are permitted provided they do not cause a traffic or fire hazard.

7. Defacement of Facility

USER shall not injure, mar, or in any manner deface the Facility and/or its contents or cause or permit the same to be done. USER will not drive or permit to be driven any nails, hooks, tacks, or screws into any portion of the Facility, and shall not make nor allow to be made any alterations of any kind in the Facility.

8. Food and Beverage

WCD reserves the right to designate areas to sell concessions and novelty items in the Facility (if applicable provisions apply, they shall be stated in Schedule A of this Agreement).

WCD's food service contractor is solely authorized to provide food and beverage service within the Facility and will negotiate their own contract with advance payment requirements to the USER. No other company or individual is permitted to bring food or beverage products into the Facility to be sold, given away, or used without the written consent of WCD. Only sample sized products will be permitted if the products are manufactured or distributed by the Exhibitor. Should WCD provide written consent authorizing USER to alternatively arrange for food and beverage service, and neither WCD nor its food service contractor have sole control over such alternatively arranged for food and beverage service, then USER shall indemnify, hold harmless, and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgements, and claims, if any, arising from such service.

9. Insurance

The USER shall procure and maintain in full force and effect during the term of this Agreement commercial general liability insurance in an amount of at least one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate. Such coverage shall be of the "occurrence" type and may be satisfied by umbrella coverage. USER shall also maintain in full force and effect during the term of this Agreement workers compensation insurance as required by law and all other insurance coverage of which WCD advises USER in writing at least 30 days prior to move-in. If USER fails to comply with any of the insurance requirements set forth in this Section, WCD shall have the right to purchase and maintain the required insurance for and in the name of USER at USER's expense and USER shall furnish WCD all necessary information for such purpose. WCD assumes no responsibility to USER in the event that the limits for insurance set forth in this Section are not adequate or coverage is not properly obtained.

The USER'S insurance coverage shall be provided by an insurance carrier or carriers licensed to conduct business in the State of Wisconsin and shall be acceptable in form and substance to WCD. Not less than sixty (60) days prior to the move-in date set forth in Schedule A, USER shall provide WCD with evidence of insurance naming WCD as an additional insured on a primary and non-contributory basis, and requiring ten (10) working days written notice from the insurance carrier prior to cancellation or any change in coverage, scope or amount of the policy or policies. Any exclusions other than the customary and ordinary Commercial General Liability exclusions must be listed or attached to the insurance certificate. Upon request, USER shall furnish to WCD a copy of any and all policies required to be obtained by USER hereunder.

10. Furniture

USER acknowledges that furniture in any common area, pre-function area or green room may not be removed from its intended location without the express written consent of WCD.

11. Equipment rentals and services

Items and services not listed must be ordered in writing and will be provided to USER at WCD's sole discretion, and USER shall pay all additional costs for labor and equipment at the Prevailing Rates.

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

MPS 2023 Graduation Ceremonies (5/24-5/25)

Contract Requisition Number: CR056922

Contract Number: C031026

Vendor Number: V0626554

Event #: 1521-65-65-52974

12. Security

WCD contracts with an approved, licensed, insured, professional public safety company to assure a safe and secure environment for USER and USER's event commencing with the event move-in and continuing until the conclusion of move-out. WCD reserves the right to determine staffing levels of public safety and medical EMTs (Emergency Medical Technicians) at USER's expense.

WCD shall have the right, at its sole discretion, to determine minimum event security coverage. USER shall provide to WCD no less than thirty (30) days in advance of its event all pertinent event information necessary in the development of a security plan including descriptions of the events, participants and attendees.

WCD reserves the right to eject any objectionable person or persons from the Facility. USER hereby waives any and all right and claims for damages as a result of exercising this right.

Possession of firearms on the Premises is not permitted other than by authorized licensed Local, State and Federal law enforcement personnel. Any unauthorized person found to possess a weapon in or adjacent to the Facility may be arrested and prosecuted to the fullest extent of the law.

13. WCD Neighborhood

WCD is a smoke and tobacco-free neighborhood. All forms of smoking and the use of tobacco products, including vaping, chewing tobacco and e-cigarettes, are prohibited inside the facilities (Wisconsin Center, UW-Milwaukee Panther Arena and Miller High Life Theatre) and anywhere on property including the surrounding sidewalks and parking lot.

The use of drones in the WCD Neighborhood is prohibited without the express written consent of the WCD and is subject to any governing state, local or national authorities.

14. Use and Operation

The Premises and the keys shall, at all times, be under the charge and control of WCD. USER shall not permit the Premises to be used for any other purpose other than that set forth in Schedule A of this Agreement. WCD reserves the right to require USER to stop any improper use of the Premises.

USER shall obtain written authorization by the Milwaukee Building Inspection Department and WCD when bringing into the Facility any flammable, radioactive, hazardous or toxic material, waste or substance (collectively "Hazardous Substances"). If the WCD's consent is granted, USER shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and in a manner which is safe and does not contaminate the Facility. USER shall be responsible for the cost of any required repairs, remediation or clean-up to the Facility arising out of the use, handling, storage, disposal or release of any Hazardous Substances by USER, its employees, agents, representatives, contractors, suppliers, members, guests, patrons, invitees and customers.

Gasoline-powered operating equipment is prohibited in the Wisconsin Center. All motorized equipment must be powered by propane or electrical power. Propane cylinders must be stored outdoors in the designated loading dock racks.

15. Management Discretion

Except as may be otherwise specified herein, WCD retains the right to manage the Event and the Facility in the manner it deems consistent with good business judgment.

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Milwaukee Board of School Directors

MPS 2023 Graduation Ceremonies (5/24-5/25)

Contract Requisition Number: CR056922

Contract Number: C031026

Vendor Number: V0626554

Event #: 1521-65-65-52974

DEFINITIONS

CLEANING – personnel perform daily general cleaning of the Facilities. Upon request, booth cleaning, changeover cleaning and housekeeping services.

COMMERCIAL VIDEO, WEB CAST OR BROADCAST – The ability to yield or make a profit from a video, web cast or broadcast.

ELECTRICIAN – personnel exclusively responsible for all electrical service connections and the installation and dismantling of anything that uses electricity as a power source.

ENGINEER – personnel exclusively responsible for the installation of all utility connections to exhibits, climate control within the Facilities, maintaining HVAC, plumbing and other mechanical systems.

EVENT DATE - Dates held for the functions described in Schedule A. The actual dates of meetings, conventions, trade shows, etc. not including move in and move out dates.

EVENT PERIOD - Dates held for the functions described in Schedule A. The actual dates of meetings, conventions, trade shows, etc. including move in and move out dates.

EVENT MANAGER'S SOURCEBOOK - The procedures manual describing the policies, rules and regulations of WCD.

GUEST SERVICES - WCD personnel hired to provide the following services based on the USER's Agenda:

1. Floor Supervisors: Manage Dock, Door, Badge Checking, Ushering and Ticket Taking Staff. Oversee the opening and closing of the Premises.
2. Door Staff: Control access to Facility entrances based upon USER's selection of points of entry.
3. Dock Staff: Control access to Facility loading docks, direct traffic and monitor access within dock areas.
4. Badge Checkers: Control access to rooms, foyers and concourses within the Premises.
5. Ticket Takers: Control access to a ticketed Event within the Premises.
6. Ushers: Control access, provide information and direction during ticketed, reserve seat Events within the Premises. (Catered Events excluded).
7. Cashiers: exclusively responsible for all ticket sales.

LICENSE PERIOD - Time specified for Event move-in, Event, and Event move-out in Schedule A.

MAINTENANCE – Personnel perform set up/tear down and room change-overs.

MINIMUM CALL - Minimum hours required if labor is not on the Premises and must be called in strictly for an Event and there are no other activities in the Facility, generally four (4) hours.

NEIGHBORHOOD – Consists of the Facility and anywhere on the property including the surrounding sidewalks and parking lot.

NET SQUARE FOOTAGE - Consists of the actual commercial display area used less normal aisles and corridors.

OVERTIME - Any labor time that WCD is required by the appropriate labor contract to pay as overtime.

PERSONAL PROPERTY - Any items or equipment brought into the Premises by the USER , its agents, employees, or exhibitors.

PREMISES - The areas described in Schedule A of this License Agreement.

PREVAILING RATES - The rates charged the USER for labor, services, and equipment as established by WCD. Prevailing Rates are subject to periodic adjustments on or after January 1st of each year.

REGULAR TIME - In general any eight (8) hour shift that is compensable at standard rates subject to the terms of the appropriate labor

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS
Milwaukee Board of School Directors

Contract Requisition Number: CR056922

Contract Number: C031026

Vendor Number: V0626554

MPS 2023 Graduation Ceremonies (5/24-5/25)

Event #: 1521-65-65-52974

contract.

TERRORISM - As used as a condition of Force Majeure, shall include the declaration and/or issuance by the United States Department of Homeland Security or other Federal entities of an alert status which would prohibit or restrict travel to, or public assembly in, the Facility or the Milwaukee metropolitan area by more than fifty percent (50%) of the planned attendees of the Event.

USER - The person, company or organization described in Schedule A of this License Agreement; the insured, if applicable to Event.

WISCONSIN CENTER DISTRICT - The Wisconsin Center District is the owner and operator, with designated representatives, of the Facilities. WCD's Administrative Office and mailing address is 400 West Wisconsin Avenue, Milwaukee, WI 53203

(ATTACHMENT 3) ACTION ON THE AWARD OF THE ACCEPTANCE-TO-BID REQUESTS

We are pleased that you have chosen to have your event, MPS 2023 Graduation Ceremonies, with us. You hereby agree to be bound by the policies and rules that pertain to your event's location and the terms and conditions in this Catering Agreement, as follows:

1. PARTIES

For the purposes of the Agreement, "Client" means:

Milwaukee Board of School Directors
5225 West Vliet Street
Milwaukee, WI 53208
Jennifer Smith
(414) 475-8253

For the purposes of the Agreement, "Levy", "we" or "us" means:

Levy Premium Foodservice Limited Partnership
Wisconsin Center District
400 West Wisconsin Avenue
Milwaukee, WI 53203

2. RESERVATION. Client hereby agrees to be bound by this Catering Agreement and all attached and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the "Agreement." For Client's event (the 'Event'), Client hereby agrees that Client has reserved the location ('Location') for certain dates and times, all as specified on the BEOs.

3. SERVICES. We will provide Client with the food and beverage services and other items as described on the BEO. To the extent that it becomes necessary for us to enter into agreements with third parties for Client's Event, Client hereby agrees to pay the fees and applicable taxes and agrees to be responsible for any obligations contained in such agreements provided Client has provided prior written approval of any additional fees related to such third party agreements that are not already documented in the BEO.

4. GUARANTEE. The estimated charges and costs for the Event are set forth in the Agreement (the 'Event Price'). Client must notify us of the guaranteed number of people attending the Event at least seven (7) full business days prior to the Event (the 'Guarantee'). Client agrees that if the guaranteed number of people exceeds the Guarantee by twenty percent (20%) or more, Client will be subject to an additional charge. Client agrees that there will be no reduction in the Event Price if less than the Guarantee attend the Event.

NON-REFUNDABLE DEPOSIT. We will not commence service without receipt of a one hundred percent (100%) NON-REFUNDABLE deposit of the estimated Event Price (the "Deposit") at least seven (7) business days prior to the Event. Client understands that we will suffer substantial harm if Client cancels Client's Event.

Accordingly, the Deposit will be in all cases NON-REFUNDABLE, except in the case of cancellation due to Covid-19 as later described herein, and deemed to be liquidated damages to compensate us for the loss due to Client's cancellation. No interest will be payable to Client on the Deposit.

5. CANCELLATION FEE. Client understands that we will suffer substantial harm if Client cancels Client's Event. Accordingly, if Client cancels the Event within 120 days of the Event, Client shall be required to pay a Cancellation Fee in the following manner:

Number of Days Prior to Event That Client Cancels	Applicable Cancellation Fee
0-30 days	100% of estimated Event Price
31-60 days	75% of estimated Event Price
61-90 days	50% of estimated Event Price
91-120 days	25% of estimated Event Price

6. MENU. All menu selections must be made at least thirty (30) days prior to the Event.

7. OUTSIDE FOOD AND BEVERAGE. No food or beverages of any kind may be brought into or removed from the Location by either Client or Client's guests without our prior written approval.

8. CONDUCT OF EVENT. Client agrees to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location, including but not limited to any orders or formal guidance from public health officials. Notwithstanding anything to the contrary in this Agreement, in no event shall we be required to provide any services that would be in violation of applicable law or any health regulations or CDC guidance at the time of the Event.

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

9. RESPONSIBLE ALCOHOL SERVICE. No alcohol shall be served at the Event.
10. DISPLAYS/SIGNS. All displays and signage must be approved by the Location's authorized representatives.
11. BAR CHARGES. No alcohol shall be served at the Event.
12. SPECIAL LABOR AND SPECIAL ITEMS. The Event Price is based on the times indicated on the BEOs. Additional service time will necessitate additional labor, which will be applied to the Event Price. The costs associated with any special labor hired by us and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by us at Client's request, shall all be charged to Client as part of the Event Price and will be noted on the BEOs.
13. TAXES. Client agrees to pay applicable taxes on all sales and services rendered in connection with the Event or provide documentation evidencing tax-exempt status.
14. SERVICE CHARGE. Please note that all food, beverage, and related items are subject to a service charge. This service charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at your discretion.

CREDIT INFORMATION. Client agrees to provide us with all information that we deem necessary to assure Client's creditworthiness with respect to Client's payment of the Event Price.

15. INTEREST/COSTS. Interest will accrue daily and be payable on all amounts which have been due and owing to us at the rate of eighteen percent (18%) per annum. Client agrees to reimburse us for all costs and expenses we incur, including, but not limited to, attorneys' fees and court costs, in enforcing the provisions of this Agreement.
16. DAMAGE TO LOCATION. Client agrees that Client will be responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by Client or Client's guests at the Event. We will notify Client of any such damage or loss, and the costs related thereto. Client shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.
17. PERFORMANCE. If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event will we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.
18. CANCELLATION DUE TO COVID-19. Notwithstanding anything to the contrary contained in this Agreement, in the event that after the execution of this Agreement, any order or regulation of a governing City, State, or local authority issued in relation to Covid-19 requires the cancellation of the Event for the date reserved; Levy will notify Client of such cancellation and will refund the Deposit less any actual expenses incurred in preparation for the Event up to and including the date of cancellation (including, but not limited to, costs related to food and other products, equipment, or staffing incurred in preparation for the Event), as well as any fines or fees incurred by Levy in conjunction with the cancellation (such costs, altogether, the "Levy-Incurred Costs"). Further, in the event of cancellation for the reason described in this section, Client will not be required to pay a Cancellation Fee, but Client shall reimburse Levy for the Levy-Incurred Costs. Any Levy-Incurred Costs in excess of the Deposit, shall be paid by Client to Levy within thirty (30) days of notification by Levy of the amount owed.
19. DISPUTES. All disputes or complaints relating to our services under this Agreement must be submitted in writing within seven (7) days after the Event. Client's failure to notify us of any dispute or complaint, as detailed herein, shall constitute a waiver. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Location is situated. Furthermore, the parties consent that the courts located in the county and state in which the Location is situated shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Agreement.

20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. AUTHORITY. The parties hereto represent that they each have full authority to enter into this Agreement.

22. As part of Levy's Event Protocols and as part of your Event at the Location we are providing you with the following information:

- a. Levy and operator of the Location ("Operator") are two (2) distinct and separate companies.
- b. Levy and Operator are not responsible for the management of your Event, the conduct of your guests, and are not responsible for the health-safety of your guests as part of your Event.

(ATTACHMENT 3) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

c. As part of your Event, you are solely responsible for the compliance with then-current applicable federal, state and municipality law and CDC guidelines, all communications with your guests and attendees for your Event, social distancing, occupancy limits, elevator limits, recommended health protocols, and to use best efforts to prevent the spread of COVID-19 as part of your Event

23. ASSUMPTION OF RISK. By signing this Agreement, you acknowledge that you know the Center for Disease Control ("CD C "), World Health Organization ("WHO "), and/or the state of the Location has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious, spreads from person-to-person, and there is no known cure. You acknowledge that you know you will be coming into contact with a large number of people. Location has not tested these people and they could be infected with COVID-19. You understand, assume, and accept: all these risks; you could catch COVID-19 by being at the Location; you could become sick and infect your family; and you could die.

24. WAIVER & RELEASE. You hereby release, waive, and forever discharge Levy, Operator, Location and each of their subsidiaries, affiliates, officers, employees, and agents ("Released Parties ") for any and all claims, suits, and causes of action arising out of or related to any injury, sickness, infection, and death from COVID-19.

25. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS. You agree and represent that you will, to the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. §893.80 and Wis. Stat. §895.46, indemnify, and hold harmless all Released Parties for all claims, causes of action, fines, penalties, and suits arising out of or related to any governmental non-compliance, injury, sickness, and death to any Event guest from COVID-19.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified or amended by a written instrument signed by both parties

Legal Name: Levy Premium Foodservice Limited Partnership

Milwaukee Board of School Directors:

By:

By: _____

Janine Adamczyk
Director of Procurement & Risk Management

Date: _____

Title:

Signature:

By: _____

Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

Date:

By: _____

Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Drafted 9/21/2022

This amendment to the License Agreement for Event Number 1521-65-65-52974 is made and entered into by a representative of the Wisconsin Center District and the entity described as USER. All previous items and conditions set forth in the License Agreement are applicable and will now include:

Section B1 shall be deleted and replaced with the following:

To pay to WCD at the times required herein or in Schedule A for the making of payments, all amounts due to WCD, including required Wisconsin Sales Tax (5.5%), for the use of PREMISES, for any additional services, accommodations, equipment, labor or materials furnished or rented to USER by WCD and for any damages determined in accordance with this Agreement, all in lawful money of the United States of America, company check or certified check. **WCD understands USER is exempt from sales taxes.**

USER shall be bound by all directions, requests and orders given to WCD by persons with apparent authority including, without restriction, USER'S designated representative(s).

Any unpaid amounts shall be invoiced or, if there are box office ticket sales, WCD shall have a lien on the box office receipts of USER at the time of settlement. USER agrees that upon notice of such lien, USER shall no longer have control or possession of these box office moneys until the unpaid amount is fully discharged with interest at the legal rate. An additional three percent (3%) shall be retained by WCD on all credit card ticket sales.

All payments for equipment, labor and additional charges are due upon receipt of the invoice. Delinquent accounts will be charged one and one half (1½) percent of the remaining balance per month until balance is paid. All USER'S checks returned by a financial institution for any reason will be added to the post event billing and USER shall pay an additional \$30.00 handling fee per check.

Section B7 shall be deleted and replaced with the following:

To obtain and pay for all copyrights, royalties, licenses, and similar charges with respect to the performances of the Event. USER warrants and represents to WCD it has the legal and contractual right to promote and produce the Event, including use of all pictures, videos, and other collateral for promoting and advertising the Event. **To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stats 893.80 and 895.46,** USER shall indemnify, hold harmless, and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgments, and claims due to USER'S failure, negligence, misrepresentations or breach of contract with WCD or other third parties as it pertains to USER'S obligations in this paragraph.

Section B15 shall be deleted and replaced with the following:

WCD is not responsible for any property lost, stolen or damaged in the Facility before, during or after the Event, whether belonging to USER or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers. WCD reserves the right to remove from the Facility all items remaining therein after the Event and dispose of such items in a manner, which in the WCD's sole judgment, is deemed appropriate. WCD may, at its option, store such items in the Facility and charge USER a reasonable storage fee unless USER makes alternative arrangements with WCD for the disposal of the property. **To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stats 893.80 and 895.46,** USER shall hold harmless, and defend the WCD from any claims, losses or damage to any property that is removed under this Paragraph. USER shall also reimburse WCD for any costs and expenses incurred by WCD under this Paragraph.

Section D2 shall be deleted and replaced with the following:

It is mutually agreed by and between the parties hereto:

2. WCD reserves the right to display advertising and promotions, **provided, however, that any announcements or video in the performance area, if any, shall not interfere with the Event and, if requested by User, shall cease within a designated period of time prior to Event time.** Audiovisual promotions locations include:

- a. The video scoreboard, LED signage and concourse monitors and any future video monitors located inside the UW-Milwaukee Panther Arena
- b. Current video monitors (and any future video monitors) located inside and outside the Facilities.

Section D6 shall be deleted and replaced with the following:

To the fullest extent permitted by law, each party agrees to hold harmless and defend the other party from any and all claims, actions, damages, liabilities and expenses (including reasonable attorney fees) in connection with loss of life, personal injury, or illness (including, but not limited to, death, injury or illness caused by exposure to bacteria, a virus or any other pathogen) and/or property damage to the extent the same is caused by the negligence or willful misconduct of the parties or its agents or employees while acting within the scope of their employment or contract Pursuant to Wisconsin State Statutes, Sections 839.82 and 895.46 and 102.28(2)(b). The obligations of the parties hereunder shall survive the termination of this Agreement.

Schedule B Section 8 shall be deleted and replaced with the following:

WCD reserves the right to designate areas to sell concessions and novelty items in the Facility (if applicable provisions apply, they shall be stated in Schedule A of this Agreement).

WCD's food service contractor is solely authorized to provide food and beverage service within the Facility and will issue their own contract with advance payment requirements to the USER at a later date. No other company or individual is permitted to bring food or beverage products into the Facility to be sold, given away, or used without the written consent of WCD. Only sample sized products will be permitted if the products are manufactured or distributed by the Exhibitor. Should WCD provide written consent authorizing USER to alternatively arrange for food and beverage service, and neither WCD nor its food service contractor have sole control over such alternatively arranged for food and beverage service, then USER shall hold harmless and defend with competent counsel the WCD from and against any liabilities, losses, damages, costs, expenses, causes of actions, suits, judgements, and claims, if any, arising from such service **to the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stats 893.80 and 895.46.**

Schedule B Section 9 shall be deleted and replaced with the following:

USER is self-insured.

Please sign and return by: 11/1/2022

User: Milwaukee Board of School Directors

WCD: Wisconsin Center District

By:

By:

Martin Brooks, President & CEO

By: _____
Janine Adamczyk
Director of Procurement & Risk Management

Date

Date: _____

By: _____
Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____