

BIKE BAZAAR AGREEMENT

This Bike Bazaar Agreement, (hereinafter “Agreement”), is made by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the laws of the State of Wisconsin (hereinafter “MPS”), and the Bicycle Federation of Wisconsin, Educational Foundation. Inc. dba Wisconsin Bike Federation, a Wisconsin non-stock corporation (hereinafter “Bike Fed”).

RECITALS

WHEREAS, MPS recognizes community organizations are essential partners to the MPS; and

WHEREAS, Bike Fed is actively involved in the Milwaukee community; and

WHEREAS, MPS and Bike Fed desire to enter into a partnership to sponsor a community event to help raise money to support two MPS biking initiatives; and

WHEREAS, the event, a “Bike Bazaar,” will feature a variety of vendors selling bicycles and bicycle related items, such as parts, clothing, and crafts/gifts; and

WHEREAS, net proceeds from public admission fees and vendor booth fees shall be donated to MPS to support Valid Bike Shop and MKE MTB;

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF BIKE FED

- a. Bike Fed, as a partner of MPS will manage all aspects associated with the operation of the Bike Bazaar at Alexander Hamilton High School (6215 W. Warnimont Avenue).
 - i. The Bike Bazaar will run from 8:00 am to 3:00 pm on Saturday, December 9, 2017.
 - ii. The Bike Fed will charge admission fees for each patron who attends the Bike Bazaar. Admission fees are set as follows:
 1. \$10.00 for entry at 9:00 am
 2. \$5.00 for entry at 10:00 am and later
 3. \$3.00 for MPS students
 - iii. All on-site purchases will be made between the Bike Bazaar vendors and the public.
 - iv. No alcoholic beverages shall be sold at the Bike Bazaar.
- b. Bike Fed will provide all staff, equipment, and supplies to operate the Bike Bazaar.
- c. Bike Fed will be responsible for recruiting and selecting vendors who have appropriate qualifications to participate in the Bike Bazaar.
- d. Bike Fed will submit a list of vendors to MPS no later than December 1, 2017 for review and approval.

- e. Bike Fed will be responsible for collecting the fees set forth below from vendors participating in the Bike Bazaar.
 - i. Booth Size: 8' x 8' = \$50
 - ii. Booth Size: 10' x 10' = \$75
- f. Bike Fed will be responsible for managing the set-up and take down of all materials on the event date.
- g. Upon receipt of invoice, Bike Fed shall pay MPS the charges due to cover facility rental, including the cost of engineer overtime. Such invoice shall be paid within 30 days.
- h. Except as outlined herein, Bike Fed will adhere to all facility permit rules as outlined in Administrative Policy 5.02 and Administrative Procedure 5.02.
- i. Bike Fed will maintain, during the term of this agreement, the following insurance: Commercial General Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; and Umbrella Insurance of not less than \$1,000,000. Bike Fed will name "the Milwaukee Board of School Directors" as an additional insured on the commercial general liability and umbrella policies. Bike Fed will also maintain insurance to cover any loss or damage to equipment stored on MPS premises. Bike Fed will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees. Proof of required insurance coverage will be provided by Bike Fed to MPS by December 4, 2017.

2. RESPONSIBILITIES OF MPS

- a. MPS will review and approve the Bike Fed's list of vendors no later than December 4, 2017.
- b. MPS will provide the Bike Fed with a copy of MPS's facility permit guidelines.
- c. MPS will host a booth, at no cost, to promote MPS recreational programming.
- d. MPS will assist with marketing efforts, as reasonably requested by Bike Fed.
- e. MPS will invoice the Bike Fed for the cost of permitting an MPS facility for the event, as set forth in ¶ 1g above.

3. INDEMNITY

- a. Bike Fed will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this agreement for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Bike Fed or Bike Fed's officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of Bike Fed, its officers,

employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to Bike Fed by MPS or its employees.

- b. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless Bike Fed, its officers, employees and agents against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46.
- c. The obligations identified in ¶ 3 of this agreement will survive the termination of the agreement.

4. TERM

This Agreement will be in effect from December 1, 2017 through December 9, 2017.

5. TERMINATION

- a. If either party fails to fulfill its obligations under this agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this agreement by giving ten (10) days written notice of termination of the agreement, specifying the alleged violations, and effective date of termination. This agreement will not be terminated if, upon receipt of the notice, the non-breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this agreement at any time, for any reason, by giving the other party thirty (30) days written notice by Certified Mail or Registered Mail of such termination.

6. INDEPENDENT CONTRACTOR

In entering into this agreement, and in acting in compliance herewith, Bike Fed is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Bike Fed further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time to time to any individual or entity providing services pursuant to this agreement.

7. NOTICE

- a. Notice to Bike Fed will be sufficient if sent by first-class mail to Jake Newborn, 3618 W. Pierce Street, Milwaukee, WI 53215 or to such other address as Bike Fed may designate to MPS in writing.
- b. Notice to MPS will be sufficient if sent by first-class mail to Emily Van Deraa, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208 or to such other address as MPS may designate to Bike Fed in writing.

8. MODIFICATION

No modification, expansion or amendment of this agreement will be of any force or effect unless in writing and signed by the parties hereto.

9. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this agreement will be interpreted as if such invalid terms or covenants were not contained herein.

10. CHOICE OF LAW & FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

11. FINAL EXPRESSION

This Agreement is intended by Bike Fed and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Agreement.

MILWAUKEE BOARD OF SCHOOL DIRECTORS

BICYCLE FEDERATION OF WISCONSIN, EDUCATIONAL FOUNDATION, INC.

Darienne B. Driver, Ed.D.
Superintendent of Schools

Date

Date

Mark Sain
President, Milwaukee Board of School Directors

Date