



MARKETING COMMITTEE MEETING AGENDA

Friday, June 12, 2015 at 7:30am
Sister Bay Fire Station 2258 Mill Road

For additional information check: www.sisterbaywi.gov

Call Meeting to Order

Deviations from the agenda order shown may occur.

Roll Call

1	Chair – Shane Solomon	<input type="checkbox"/>	2	Drew Bickford	<input type="checkbox"/>
3	Kathy Enquist	<input type="checkbox"/>	4	Tara Gokey	<input type="checkbox"/>
	Administrator – Zeke Jackson	<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>

Approval of agenda and minutes as published Comments and Correspondence Business Items

1. Discussion on agreement between SBAA and Village; consider a motion for action if necessary.
2. Discussion on Alcohol Sales Agreement between SBAA and Village; consider a motion for action if necessary.
3. Report on sponsorship plan for 2015.
4. Consider a motion to discuss matters to be placed on a future agenda or referred to a committee, official or employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administrator’s Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:		
<input type="checkbox"/> Administration Building	<input type="checkbox"/> Library	<input type="checkbox"/> Post Office
Name _____ / _____		

1 participating must provide a percentage of their gross sales to the sponsoring agency. Cash
2 and credit cards are accepted when tokens are sold. Any excess funds which are realized
3 as the result of token sales are deposited into an escrow account. It was the consensus that
4 a token policy would work quite well for Village and SBAA sponsored events and might be
5 a solution to a number of the logistical issues associated with Fall Fest, as wrist bands
6 could be provided when tokens are sold.

7
8 *Gokey indicated that she would be happy to explain the previously mentioned token*
9 *system to the members of the SBAA Board of Directors, and it was the consensus that a*
10 *joint meeting of the Marketing Committee and the SBAA Executive Committee should be*
11 *conducted ASAP.*

12
13 **Item No. 2. Introduction of the Marketing Director for the Village of Sister Bay:**

14 Jackson and Solomon introduced Jason Polecheck, the new Marketing Director for the
15 Village. The Committee members welcomed Polecheck and indicated that they look
16 forward to working with him.

17
18 **Item No. 4. Report on the sponsorship plan for 2015:**

19 Jackson and Polecheck presented a sponsorship plan for 2015 and explained the various
20 components of that plan. During the review process some minor revisions were suggested
21 and Jackson took note of all of them. Business owners will still be allowed to sponsor
22 individual events, but a few changes have been made to the existing marketing policies.
23 The two major changes are that business owners from outside the area will now be
24 allowed to sponsor events conducted in Sister Bay, and businesses will be allowed to pay
25 annual sponsorship fees. The Committee members did indicate that they believe more
26 unique names should be chosen for the sponsorship levels.

27
28 The Village Hall is utilized for a number of events, and the suggestion has been made that
29 sponsor banners be installed in the Village Hall on a permanent basis. Several of the
30 Committee members indicated that they wouldn't mind if banners are put up in the Village
31 Hall during large events, but they believe it would be a useless advertising technique to
32 leave them up on a permanent basis since the Village Hall is not readily accessible to the
33 general public at all times.

34
35 Gokey suggested that social media be utilized to the fullest extent when marketing is done
36 for the Village, and it was the consensus that that should occur.

37
38 Movies in the Park will be conducted this year, and a list of suggested movie showings was
39 included in the meeting packets. It was the consensus that the movie choices which have
40 been made are fine.

41
42 **Item No. 3. Discussion regarding amendment of the 2015 marketing budget; and consider**
43 **a motion to authorize the expenditure of sponsorship funds and other monies received**
44 **for marketing/events:**

45 The Village Board authorized the expenditure of \$50,000 for special events to be
46 conducted in the Village, but there was an expectation that those funds would be self-
47 perpetuating. The \$50,000 has been deposited into a CIP account. Since a Marketing
48 Director has now been hired sponsorship revenues should increase, and any sponsorship
49 fees received will be deposited into a General Fund revenue account. During the annual

1 budget process reallocations will occur. In theory the sponsorships should offset any
2 special event expenses, and the \$50,000 should eventually be replaced. Jackson believes it
3 would be very helpful if data could be compiled which clearly delineates the income and
4 expenses related to each event which is sponsored by the Village.
5

6 *A motion was made by Solomon, seconded by Bickford that the Marketing Committee*
7 *recommends that a budget amendment be made which states that a special revenue*
8 *account shall be created for any revenues realized when events and festivals under the*
9 *purview of the Marketing Committee are conducted. Motion carried – All ayes.*

10
11 **Item No. 5. Consider a motion to discuss matters to be placed on a future agenda or**
12 **referred to a committee, official or employee:**

13 It was the consensus that Polecheck shall give a report regarding marketing activities at all
14 future Marketing Committee Meetings.

15
16 **Adjournment:**

17 *A motion was made by Bickford, seconded by Enquist to adjourn the meeting of the*
18 *Marketing Committee at 11:32 A.M. Motion carried – All ayes.*

19
20
21 Respectfully submitted,

22 

23 Janal Suppanz,
24 Assistant Administrator
25

1 **SPECIAL MARKETING COMMITTEE MEETING MINUTES**
2 **THURSDAY, APRIL 16, 2015**
3 **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**
4 **(APPROVAL PENDING)**

5
6 *The April 16, 2015 meeting of the Marketing Committee was called to order by Committee*
7 *Chair Shane Solomon at 7:35 A.M.*

8
9 **Present:** Committee Chair Shane Solomon and members Kathy Enquist, Tara Gokey and
10 Drew Bickford.

11
12 **Staff Members:** Village Administrator Zeke Jackson, Marketing Director Jason Polecheck
13 and Assistant Administrator Janal Suppanz.

14
15 **Others:** Ron Kane, James Larsen and Paige Funkhouser.

16
17 **Comments, correspondence and concerns from the public:**

18 Solomon asked if anyone wished to address a non-agenda item. No one responded. He
19 then noted that no new correspondence had been received.

20
21 **Approval of the Agenda:**

22 *A motion was made by Solomon, seconded by Enquist that the Agenda for the April 16,*
23 *2015 meeting of the Marketing Committee be approved as presented. Motion carried – All*
24 *eyes.*

25
26 **Approval of Minutes as published:**

27 *Suppanz noted that the minutes for the April 3, 2015 meeting of the Marketing Committee*
28 *have not been transcribed yet.*

29
30 **Business Items:**

31 **Item No. 1. Presentation on alternatives for charging for wristbands at public festivals**
32 **and events where alcohol is consumed:**

33 Gokey organizes "Taste of Broadway" in Green Bay, and tokens are required for all food
34 and drinks sold at that event. That procedure has been adhered to for many years. When
35 tokens are utilized no cash has to exchange hands, and it is much easier for everyone
36 involved. Vendors have informed Gokey that they really like the token system because it is
37 very easy for them to determine which of their product offerings sell best. They did try to
38 charge for I.D. wrist bands at "Taste of Broadway", but that practice was not well received
39 at all. As an alternative measure people were asked to provide one token for a wrist band,
40 and no complaints were received. Vendors are allowed to sell tokens ahead of time, and
41 whatever proceeds are realized as a result of "pre-sells" are deducted when tokens are
42 redeemed for cash. The profits realized at "Taste of Broadway" were \$120,000.
43 (Approximately \$60,000 of those proceeds consisted of sponsorship dollars. Typically
44 banks are the largest contributors.) The token system allows festival organizers to charge
45 food and beer vendors from outside the area more fees as the split of proceeds is increased.
46 (Businesses inside the Broadway District are required to pay fees of 10% of their proceeds
47 and vendors from outside the district pay fees of 50% of their proceeds, but those fees are
48 negotiable. If, for example, a business books a band which performs outside their fees

1 would be reduced, or, in some cases they may not have to pay anything.)

2
3 Larsen indicated that he is one of the three owners of Husby's and can see that the token
4 system would work at festivals and large events, but can also think of a number of
5 logistical issues which could arise for him and his employees, especially at Fall Fest. He
6 has no objections to wristbanding and realizes festival organizers need to make money to
7 offset expenses, but also believes income can be generated in a different way. Gokey
8 responded that business owners on Broadway Street were allowed to opt out of the token
9 system, but it has been her experience that their sales did increase whenever tokens were
10 utilized. Some business owners also chose to accept cash and credit cards as well as
11 tokens.

12
13 *During discussion those present noted that if tokens are utilized at festivals and special*
14 *events it might not be necessary to charge for wristbands at all, and it was the consensus*
15 *that such a policy shall be implemented.*

16
17 **Item No. 3. Discussion regarding the agreement between the SBAA and the Village and**
18 **consider a motion for action if necessary:**

19 A draft of the revised Operating Agreement between the SBAA and the Village was
20 included in the meeting packets and the Committee members jointly reviewed that
21 document. Discussion took place regarding the logistics associated with the provisions of
22 Section 3.6 - Coupons, and it was the consensus that Jackson shall contact the Village's
23 auditors regarding sales tax requirements and make any applicable amendments. He also
24 took note of all the grammatical revisions which were suggested.

25
26 Solomon and Jackson stressed that they believe the SBAA does an excellent job and also
27 believe the Operating Agreement will clarify a number of the questions which have
28 already arisen regarding their operations. In no way was this whole process intended to be
29 a way for the Village to "step on anyone's toes".

30
31 *A motion was made by Solomon, seconded by Enquist that the revised Operating*
32 *Agreement which was reviewed at this meeting shall be presented to the SBAA Board of*
33 *Directors as amended. Motion carried – All ayes.*

34
35 *At 9:35 A.M. Enquist indicated that she had another obligation and left the meeting.*

36
37 **Item No. 2. Discussion on alternatives presented in Item 1 and consider a motion for**
38 **action if necessary:**

39 *A motion was made by Bickford, seconded Gokey that color coded tokens shall be utilized*
40 *and be redeemable at all Village and SBAA sponsored festivals and events, but the use of*
41 *those tokens shall first be implemented at Sip & Savor. The Village will be responsible for*
42 *soliciting any sponsors listed on the tokens as well as production of them. Motion carried –*
43 *All ayes.*

44
45 **Item No. 4. Report on the sponsorship plan for 2015 – commitments to date:**

46 To date Polecheck has solicited \$6,500 in sponsorships for festivals and special events.

1 **Item No. 5. Consider a motion to discuss matters to be placed on a future agenda or**
2 **referred to a committee, official or employee:**

3 There were no items to be placed on a future agenda or referrals to a committee, official or
4 employee.

5

6 **Adjournment:**

7 *A motion was made by Solomon, seconded by Bickford to adjourn the meeting of the*
8 *Marketing Committee at 10:05 A.M. Motion carried – All ayes.*

9

10

11 Respectfully submitted,



12

13 Janal Suppanz,

14 Assistant Administrator

15

AGREEMENT BETWEEN VILLAGE OF SISTER BAY & SISTER BAY ADVANCEMENT ASSOCIATION

THIS AGREEMENT is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic duly created under the laws of the State of Wisconsin (the "Village") and the SISTER BAY ADVANCEMENT ASSOCIATION, a Wisconsin non-profit, 501(c)6 non-stock corporation (the "Association").

RECITALS

WHEREAS, pursuant to the provisions of Section 61.34(1) of the Wisconsin Statutes the Village Board of and for the Village of Sister Bay has the authority and power to act for the government of the Village and for its peace and good order as well as its health, safety, welfare and convenience; and

WHEREAS, the Association, among other things, provides its members and the Village of Sister Bay with promotional services and events; and

WHEREAS, the Village is willing to provide a financial contribution to the Association to assist in facilitating commerce, promote tourism, recreation and promote and support capital investment in the community. Under and pursuant to the terms, conditions, limitations and provisions of this Agreement through the promotion of SBAA members and the amenities of the Village of Sister Bay;

NOW, THEREFORE, the Parties hereto, by their respective authorized agents and representatives do hereby agree in and to the following:

ARTICLE I: TERM AND TERMINATION

Section 1.1 – Term: The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, 2015.

Section 1.2 – Renewal: This Agreement shall not automatically renew but may be renewed upon the mutual agreement of the Parties hereto.

Section 1.3 – Termination: This agreement may be terminated by either party hereto at any time upon 180 days prior written notice to the other party. No further funding will be paid by the Village to the Association after the 180 day notice period terminates.

ARTICLE II: PROMOTIONAL SERVICES

Section 2.1 – General Statement of Services: The Association shall in a professional and businesslike manner promote the artistic and cultural heritage through producing events in such manner as the Association shall determine subject to the terms, conditions, limitations and provisions of this Agreement.

Section 2.2 – Promotion and Event Production: Subject to annual approval by the Village, the Association shall carryout promotion and the production of events, such as, but not limited to shows, exhibits, plays, music, events, dance events, storytelling and festivals during the term of this Agreement. Such events may be held on property controlled or owned by the Village and at such locations as shall be approved by the Village Parks, Properties and Streets Committee.

For this contract year, the Association agrees to continue to sponsor their promotional events, including, but not limited to the following:

- Sip and Savor/Paddlefest
- Door County Festival of Fine Arts
- Fall Fest
- Capture the Spirit

Section 2.3 – Promotion Through Visitor Services: The Association shall operate a Visitor Center in a facility located in the Village of Sister Bay. Services rendered through the Visitor Center shall include but not be limited to production of publications, distribution, administrative, and other activities related to the operation and provision of services related to tourism development, enhancement and promotion of SBAA Members and the Village of Sister Bay.

Section 2.4 – Membership: The Association shall include and market the amenities of the Village of Sister Bay in such annual marketing materials as the Sister Bay brochure and website, amenities identified as the Sister Bay Marina, the Sister Bay Waterfront Park, the Sister Bay Stage, Village Hall, Sports Complex, Ice Rink, Library and other facilities owned or controlled by the Village of Sister Bay. Individual units of business owned or controlled by the Village may, at their discretion, become individual members of the Association and receive the additional privileges and promotional services as other individual business members.

Section 2.5 – Leverage of local Funds: The Association shall make every effort to maximize funds under its control in order to enhance and expand its own operations, staffing capabilities, number and size of events, market reach and penetration. The Association shall make at least one grant application annually to support existing or new event development/promotion. The Association shall actively seek additional sponsorship and grant opportunities, including regional and national brand sponsors for Sister Bay Events.

ARTICLE III: USE OF PUBLIC FACILITIES

Section 3.1 – Use of Public Facilities: For purposes of the provisions of Section 2.2 of this Agreement, the Village shall, upon prior notice, make available facilities and improvements for Association use. The Association shall, by March 1, provide a list of dates for promotional events to be held in/on Village facilities by the Association. Reservations shall be made in advance with priority given to events hosted by the Association.

Section 3.2 – Waterfront Park, Sister Bay Stage, and other Village Facilities: The use and availability of space and facilities in the Village of Sister Bay by the Association for events sponsored in whole or in part by the Association shall be subject to the following site specific restrictions and limitations:

(a) Performances and Displays: Public performance events may begin no earlier than 8 a.m. and conclude no later than 9 p.m. Set up for the event may not begin earlier than 6 a.m. and take down must be concluded by no later than 12:00 a.m. (midnight). Any exceptions may and must be granted by the Village Parks, Properties and Streets Committee.

Section 3.3 – Fees: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to, and use of, Village Facilities without fee.

Section 3.4 – Wristbands: Festival attendees of legal age consuming alcohol during festivals organized and operated by the Association shall be wristbanded while consuming alcohol on Village controlled property (State or local rights of way, public parks/facilities, public parking lots, and properties with control agreements with the Village). Attendees

must provide proof of identification to verify legal age. The Association shall be responsible for ensuring that businesses and vendors in the event area comply with this provision for events operated by the Association. Wristband use will be enforced at the following events organized and operated by both the Association and the Village:

Sister Bay Car & Cycle Show
 Sip & Savor
 Independence Day celebration
 Midwest SunSplash
 Marina Fest
 Fall Fest

Section 3.5 – Signage: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to and the use of the designated temporary banner locations located throughout the Village without fee or charge. Where practical, the Village and Association shall jointly produce and share costs of co-located banners where and when events produced by the Association and Village fall on similar days.

ARTICLE IV: INSURANCE AND INDEMNIFICATION

Section 4.1 – Insurance: The Association agrees, both generally and specifically with respect to the services to be provided hereunder, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The Association shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, carry and maintain general liability and workers compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Association shall name the Village of Sister Bay as additionally insured. In turn, the Village will procure and maintain its own insurance, against such risks in such amounts as are customarily insured for such services.

ARTICLE V: Annual Contribution

Section 5.1 – Annual Contribution:

- Direct Contribution: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS
- Other remuneration including: continued event support for traffic control, signage, solid waste removal from event grounds, Village Utilities on event grounds (where available) and use of the Gateway Park Visitor Center.

Section 5.2 – Payment: The Association shall receive payment from the Village quarterly upon submission and review of Association financial statements. The Association shall provide documentation such as: quarterly budget reports, statement of expenses, or written report of activities to date.

Section 5.3 – Annual Reporting: The Association shall report to the Village on an annual basis (submitted by February 1) the success of the events sponsored in the previous year by SBAA under this agreement. This report will include: event revenue, expenses, traffic counts using the Village's traffic counter, and an observation summary of weather per event.

ARTICLE VI: MISCELLANEOUS PROVISIONS

Section 6.1 – Amendments: This Agreement supersedes all prior agreements. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and signed by both parties hereto.

Section 6.2 – Governing Law and Venue: This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.

Section 6.3 – Compliance with Laws and Orders: In providing the promotional services to be provided under this Agreement the Association shall comply with all local, state and federal laws, ordinances and regulations including, but not limited to local traffic laws and regulations, and federal copyright laws.

Section 6.4 – Notices: Notice to either party shall be given to the following:

IF TO VILLAGE: VILLAGE OF SISTER BAY
2383 Maple Dr.
Sister Bay, WI 54234

IF TO ASSOCIATION: SISTER BAY ADVANCEMENT
ASSOCIATION
P. O. Box 351
Sister Bay, WI 54234

Section 6.5 – No Third-Party Beneficiaries: This Agreement does not create any third-party benefits to any person or entity other than the Parties hereto and is solely for the consideration herein expressed.

Section 6.6 – No Assignment: This Agreement may not be assigned by the Association to any third party.

Section 6.7 – Headings: The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 6.8 – Independent Association: Notwithstanding any other representation, oral or written, between the Parties hereto, including any and all agents or representatives thereof, the Association is at all times hereunder acting as a free and independent Association and not as an agent of the Village.

Section 6.9 – No Joint Venture: No promotional event sponsored in whole or in part by the Association shall at any time be, or be considered, a joint venture by and between the Association and the Village.

Section 6.10 – Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understanding between the Parties.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth by their name.

VILLAGE OF SISTER BAY

BY: _____ Date
Dave Lienau, President, Village of Sister Bay

ATTEST: _____
Christy Sully, Clerk/Treasurer

SISTER BAY ADVANCEMENT ASSOCIATION

BY: _____ Date
Drew Bickford, President, SBAA

Paige Funkhouser, Coordinator, SBAA

EVENT ALCOHOL SALES AGREEMENT between Village of Sister Bay & Sister Bay Advancement Association for Sales of Alcohol at Midwest Sunsplash Music Festival

1.0 Recitals

THIS AGREEMENT made and entered into this ___ day of _____, 2015, by and between Sister Bay Advancement Association hereinafter referred to as “SBAA” and the Village of Sister Bay hereinafter referred to as the “Village”.

SBAA agrees to set up facilities, staff and sell all alcohol sold at the Midwest Sunsplash Music Festival (hereinafter referred to as the “event”) in the Village of Sister Bay for the following purpose, and only on the following dates and times: _____

Purpose(s): Fundraising and participation in “Midwest Sunsplash Music Festival” as an annual event to help make the event successful, provide consistency in vendor relations, provide a pool of people to staff the alcohol vending set up, provide accountability and security in regards to ID checking and sales to people of legal drinking age, and raise funds for SBAA operations.

Date(s): Event – August 7-8, 2015
Set up – begins August 6, and as appropriate
Tear down – August 9 by 5pm

Event Time(s): Gates will open to the public from Friday 4:00 p.m. - 9:00 p.m. and Saturday from 2:00 p.m. - 12:00 a.m.

2.0 Financial

2.1 – Purchase of goods for sale: Purchase and acquisition of all alcohol to be sold, all dry goods needed for sale and distribution (e.g. cups, wristbands, napkins, ice), alcohol service vehicles (such as beer wagons) and coolers, materials for construction of bar/service tables as needed, will be purchased or acquired by the event.

2.2 – Staffing: If necessary, the event will pay for any hourly paid employees required to staff the event bar.

2.3 – Profit distribution: The Village shall recover the first \$15,000 in monies (recovery amount) from the event, regardless of funding source, before any monies will be paid to SBAA for **gross** alcohol sales. The determination of recovery will be determined on a proportional percentage basis from all sources, including ticket sales, sponsorship, vendor space and alcohol sales. These 4 revenue areas will pay the \$15,000 on a proportional percentage basis. Example: If 40% of **gross** revenue at the event comes from ticket sales, then 40% of the \$15,000 (a sum of \$6000.00) will be paid from that revenue source to the Village for recovery on its invested funds, with the other categories returning proportionally the balance of the \$15,000 (in this example, a remaining \$11,000). After the Village has recovered its initial \$15,000 in monies, SBAA is entitled to 50% of all **net** alcohol sales, with the other 50% being paid to the promoters of Midwest Sunsplash through the Village, per the contract with promoters.

SBAA will have a period of 5 business days to make payment to the Village for these monies, once notice is given on the proportional percentage recovery amount.

3.0 Vendors

SBAA will provide proof of applicable State and County licenses or permits for Sales and Use tax and Certified Beverage Server certifications, and of liability insurance.

4.0 Administration

The Village will manage and pay for set up, tear down and cleaning costs related to all non-entertainment related aspects of the event in coordination with the SBAA, as well as waive all facility fees related to the event. Village will provide adequate waste disposal, toilet, water and facilities before, during and after the event. The Village will provide adequate electrical for event needs. Village will coordinate the needed lighting in affected area as needed for safety during the event in areas not lit by the stage.

The Village will coordinate minimum security as necessary to protect the event and attendees or per local ordinances for public safety; per the agreement with the Promoter.

The Village will arrange for rental of barricades or other fencing that is required for this event. Location will be subject to final plan mutually agreed upon prior to event.-The fund will pay for expenses associated with this paragraph according to agreement with Promoter.

Village shall provide an emergency plan which could include a first aid station equipped with Emergency Medical Technicians on standby throughout the scheduled event hours if needed, the fund will pay for expenses associated with this paragraph according to agreement with Promoter.

Portable generators or electric service will be provided by the Village if necessary to provide all electrical service required for stage and sound; the fund will pay for expenses associated with this paragraph according to agreement with Promoter. User will ensure that installation of generators does not affect the community near the park with either noise or fumes.

Village will provide public liability and property damage insurance for its premises to indemnify the Village. The SBAA is responsible for providing adequate event insurances for the activities it participates in.

The Village and SBAA agree to hold and save each other harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of Acts of God, or Terrorism.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and day first above written.

SBAA

Drew Bickford

Paige Funkhouser

VILLAGE

Shane Solomon, Chair, Marketing Comm.

