AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the CITY OF STOUGHTON, a Wisconsin municipal corporation (the "City"), and THE STOUGHTON FAIR ASSOCIATION, INC., a Wisconsin non-stock corporation (the "Fair").

WITNESSETH

A. The Fair is a non-profit organization that creates agricultural and horticultural educational exhibitions, and entertainment.

B. Since 1925, the Fair has held an annual festival at Mandt Park in the City of Stoughton. The City is currently leasing to the Fair portions of Mandt Park pursuant to that certain Lease Agreement between the City and the Stoughton Junior Fair Association (now known as The Stoughton Fair Association, Inc.) dated October 8, 2008 (the "Lease")

C. Mandt Park is owned by the City of Stoughton.

D. The Fair has paid for and maintained certain buildings located in Mandt Park.

E. The Annual Fair is beneficial to the City and its residents. The City wishes to encourage the Fair's use of Mandt Park as provided in this Agreement.

F. The City and the Fair wish to amend and restate their agreement as provided herein.

THEREFORE, the City and the Fair agree to use of the Premises on the following terms and conditions:

1. Definitions. The following definitions shall apply to the terms used in this Agreement:

(a) Premises. The term "Premises" means the unplatted parcel of land lying in the City of Stoughton, Dane County, Wisconsin, and generally known as Mandt Park as more particularly depicted by the map attached hereto as Exhibit A. The locations of the following features are as shown on Exhibit A: Grandstand, Road Side Diamond, Troll Beach, the Skate Park, Wastewater Treatment Facility, City Band Shell Site, Pickelball Court, Fourth St. Lot, Pavilion, Playground, and Mandt Community Center.

(b) Buildings. The term "Buildings" means the following buildings located on the Premises:

Building	Dimensions
Dairy Barn	202x42
Beef Barn	202x42
Poultry/Rabbit	100x60
Storage Shed	18x34
Display Building	32x112
Show Arena	100x165
Swine Barn	50x100
Bathroom/Storage	25x25
Wash Rack	

(c) Annual Fair. The term "Annual Fair" shall mean a two (2) week period that includes the dates selected by the Fair for its annual festival in Mandt Park as scheduled annually by the Fair. The Fair shall have the discretion to select the dates of its festival, and the Parties shall agree as to which additional days comprise the two week Annual Fair.

2. Scope of Use.

(a) Except as otherwise provided, during the Annual Fair, the Premises may be used by the Fair for conducting and operating a festival of the same scope and character as past festivals conducted by the Fair. Except as provided herein, during the Annual Fair, the Fair shall have complete, absolute, and exclusive control and use of the Premises. Operation of the Annual Fair shall, at all times, be in compliance with the statutes, ordinances, rules and regulations of all applicable jurisdictions. The Fair is responsible for obtaining any necessary licenses and permits.

(b) During the Annual Fair, no event, performance, game, business enterprise, or other attraction which might conflict or interfere with activities or profitable operation of the festival engagement will be permitted to be operated at the Buildings, Roadside Diamond and Grandstand; provided, however, the Fair's right to exclusive use of the Roadside Diamond shall be for ten (10) days following the start of the Annual Fair. The Fair acknowledges that the Wastewater Treatment Facility, School Bus Parking Lot, Electric Transport Distribution Lines, Mandt Community Center, Troll Beach, the Skate Park, Pavilion, the Pickelball Court and, except as agreed by the Parties, any future building constructed by the City within the Premises are not under the Fair's control even during the Annual Fair. Although the Pickelball Court will not be under the Fair's control during the Annual Fair, the City agrees that it will be closed to the public for ten (10) days following the start of the Annual Fair. During the Annual Fair, the Fair may use the Troll Beach Parking lot between the hours of 5:00 p.m. and the close of the festival each evening.

(c) By April 1 of each year of this Agreement, the Fair shall provide the City a list of tentatively scheduled events and activities for the Annual Fair.

(d) Except as otherwise provided in this Agreement, the City shall have control over the Premises during times outside of the Annual Fair. The Fair's control of the Buildings and Grandstand shall be as provided in Sections 6 and 7, below. Outside of the Annual Fair, use of the Premises shall be scheduled by the City Recreation Director.

3. Term. This Agreement shall commence _____, 2018 and the initial Term shall extend for five (5) years. This Agreement shall automatically renew at the end of each term for up to four (4) additional terms of five (5) years unless either Party gives the other written notice of termination at least six (6) months prior to the end of the then current term. If this Agreement continues through four (4) additional five (5) year terms, then following the expiration of the final term, the the City and the Fair agree to use good faith efforts to negotiate a new agreement. If, except for a reason beyond the control of the Fair which prevents the Fair from holding a festival in any single year, the Fair no longer holds a festival on the Premises, each Party has the option to terminate this Agreement prior to the end of the term, subject to Section 4 below.

4. Termination.

(a) If the Fair provides notice that it wishes to terminate the Lease at the end of a Term as provided in Section 3 above, the Fair shall have up to one (1) year following the expiration of the Term to arrange for the dismantling and removal of the Buildings from the Premises at the Fair's sole cost and expense. If the Fair does not wish to relocate any one or more of the Buildings, it shall provide the City the option to retain such Building on site. If the City chooses not to exercise this option, the Fair shall remove the Building.

(b) If the City provides notice that it wishes to terminate the Lease at the end of a Term as provided in Section 3 above, the City shall pay the Fair for the Buildings at the appraised value and the one-half the value of the Grandstand at its appraised value. If the Parties cannot agree on an appraiser to value the Buildings, each Party shall choose an appraiser and those chosen appraisers shall select a third licensed appraiser who will value the Buildings for purposes of this paragraph.

(c) If this Agreement is terminated because the Fair does not hold a festival on the Premises during a calendar year, or because of the Fair's breach of this Agreement, the Fair shall have up to one (1) year to arrange for the dismantling and removal of the Buildings from the Premises at the Fair's sole cost and expense. If the Fair does not wish to relocate any one or more of the Buildings, it shall provide the City the option to retain such Building on site. If the City chooses not to exercise this option, the Fair shall remove the Building.

5. Payment. As consideration for the rights arising out of this Agreement, the Fair shall pay the City the sum of One Dollar ($1.00) on the first business day of June of each year during the term of this Agreement.

6. Buildings.

(a) The Buildings located on the Premises have been erected, paid for, and maintained by the Fair and are under the Fair's control. The City hereby leases the real property on the Premises under the Buildings to the Fair for the term of this Agreement.

(b) The Fair is responsible for making repairs, alterations, and otherwise providing for the upkeep of the Buildings during the term of this Agreement in compliance with all applicable laws. Any alterations or remodeling of a Building costing in excess of $5,000 shall

be in accordance with plans prepared by the Fair and approved by the City. The City's approval shall not be unreasonably withheld.

(c) The Fair shall have the authority to sublease the Buildings to third parties; provided, however, that no sublease or agreement may extend beyond the term of this Agreement. The Fair shall notify the City of any non-storage sublease. The Fair is responsible for any and all costs, fees, or damages arising out of the use of a Building for storage or otherwise by the Fair or tenant, licensee, or invitee of the Fair. The Fair hereby releases the City and agrees to indemnify the City from any and all liability incurred due to use of the Building.

7. Grandstand. The City and the Fair may use the Grandstand at times other than the Annual Fair. Rental of the grandstand shall be coordinated by the City and the Fair.

8. Utilities. The Fair shall pay for all utility services, including heat, gas, electricity, telephone, water and sewer services, if any, for the Buildings, and as necessary to operate the Annual Fair. Utility services provided to any separate structures operated exclusively by the City under the provisions of this Agreement shall be separately metered and paid for by the City.

9. Annual Fair Cleaning. The Fair shall be responsible for dismantling the festival, cleaning the Premises of all litter and debris, and repairing any damage created as a result of the Annual Fair.

(a) The City's park maintenance staff will perform a pre-inspection of the Premises and document any damage that is evident no more than two (2) days prior to Annual Fair. The Fair will be notified of the inspection date and time and may attend. Any damage that is identified during the pre-inspection will be documented and a copy of such documentation sent to the Fair.

(b) The Roadside Diamond will be made playable by the Friday immediately following the festival. The remaining Premises shall be restored within fourteen (14) days after the last day of the Annual Fair. The City's Parks Maintenance Supervisor will notify the Fair of the post Annual Fair inspection date and time which they may attend. The Fair shall have five (5) days following this inspection to prepare and send the City a plan of corrective action.

(c) In the event that the Premises are not restored as required by this Section the City may clean and/or repair the Premises. All resulting labor, equipment and material costs will be invoiced to the Fair.

(d) During the Annual Fair, the Fair agrees to provide containment for temporary storage of all straw, manure, and animal bedding in or in close proximity to the Buildings housing animals prior to removal.

(e) The Fair will be responsible for restoring and maintaining turf up until germination.

10. Insurance.

(a) The Fair shall be responsible for obtaining and maintaining appropriate property insurance on the Buildings.

(b) The Fair agrees to act reasonably so as to not unreasonably increase the City's rates of insurance covering the Premises.

(c) The Fair shall also obtain special liability coverage, which is primary and noncontributing, during the Annual Fair. The City shall be named as an additional insured.

11. Indemnification.

(a) The City shall not be responsible for any damage which results from the use of the Premises by the Fair. The Fair agrees to hold harmless and indemnify the City from any and all liability, claims, and damages which may result from this Agreement or the Fair's use of the Premises.

(b) The Fair shall not be responsible for any damage which results from the use of the Premises by the City. The City agrees to hold harmless and indemnify the Fair from any and all liability, claims, and damages which may result from the City's use of the Premises.

12. Casualty Loss. In the event of casualty loss to the Premises, any insurance proceeds shall be used for the restoration of the Premises. The restoration of the Buildings shall be mutually agreed upon by the City and the Fair. The Fair shall be solely responsible for the deductible or uninsured portion of all losses to the Buildings.

13. Default. In the event the Fair defaults in the performance of any of the covenants of this Agreement and fails to correct the default within twenty (20) days after notice by the City, or if the Fair files a voluntary petition in bankruptcy, the City has the option to terminate this Agreement on ten (10) days' notice in writing by registered mail addressed to the Fair.

14. Dispute Resolution. In the event a dispute arises between the Parties hereto which cannot be resolved by mutual agreement, the Parties agree to enter into voluntary mediation of the dispute. Upon the written request of either Party to mediate a disagreement which may arise between the Parties, the Parties within ten (10) days of the giving of the written request shall mutually select an individual mediator. The Parties shall share the mediator's cost. In the event mediation does not resolve the dispute, each Party reserves the right to pursue any available legal remedies.

15. This Agreement shall supersede any previous leases and agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF STOUGHTON

By:_____
Name:_____
Title:_____

THE STOUGHTON FAIR ASSOCIATION, INC.

By:_____
Name:_____
Title:_____

EXHIBIT A

DESCRIPTION OF PREMISES