

LICENSE AGREEMENT 2022 BOATS & BLUEGRASS

This License Agreement (the "Agreement") is made this ____ day of _____, 2022, by and between the City of Winona, Minnesota, a municipal corporation under the laws of the State of Minnesota (the "Licensor" or "City"), and Sammis Family Production Co., a corporation under the laws of the State of Minnesota, (the "Licensee"), (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the owner of the Kiwanis Shelter and the Latsch Shelter in Prairie Island Park and the Prairie Island Campground which are located in the City of Winona, County of Winona, State of Minnesota; and

WHEREAS, the Licensee is a corporation under the laws of the State of Minnesota; and

WHEREAS, the Licensee desires to hold the 2022 Boats & Bluegrass events at the Kiwanis Shelter and the Latsch Shelter in Prairie Island Park and in the Prairie Island Campground; and

WHEREAS, the Licensor is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Premises. The Licensor is the owner of the Kiwanis Shelter and the Latsch Shelter in Prairie Island Park and the Prairie Island Campground in the City of Winona (the "Licensed Premises" or "public areas"). The Licensee is hereby granted a terminable license to use the public areas to hold the 2022 Boats & Bluegrass Festival according to the specifications which are attached hereto and incorporated herein by reference as Exhibit A. The Licensee shall use the specified public areas only for the purposes stated.
2. Term. The term of this Agreement shall be for a period commencing at 8:00 a.m. (CDT) Monday, September 19, 2022, and ending at 10:00 p.m. (CDT) Monday, September 26, 2022.
3. Purpose. The following events and activities are hereby approved by the City of Winona for inclusion in the 2022 Boats & Bluegrass event:
 - Allow music to be played until 2:00 a.m. on Friday, Saturday and Sunday, September 23, 24, and 25, 2022;
 - Allow vendors;

- Allow a fee to be charged for the event;
 - Allow closure of the Prairie Island parking lot and boat landing (Kiwanis Shelter);
4. Permits and Inspections. The Licensee agrees to obtain the permits and pay the permit fees as may be required by the City and other governing bodies. This Agreement does not exempt the Licensee or any participants or spectators from observing all ordinances, especially those pertaining to noise and to the sale and consumption of intoxicating liquor or 3.2% malt beverages. Daily inspections shall be made by staff of Licensee to ensure compliance with all applicable local laws and state statutes.
 5. Alcoholic Beverages. The Licensee shall obtain all applicable permits with regard to the sale and/or consumption of alcoholic beverages or use a licensed caterer. A copy of the caterer's permit must be provided to the City at least 30 days prior to the start of the event. The sale and consumption of alcoholic beverages must be limited to a fenced-in area with ingress to and egress from the area controlled by the Licensee.
 6. Portable Restrooms. The location of all portable restrooms shall be approved by the Public Works Department. The restrooms shall be properly maintained and serviced, as needed, throughout the entire event.
 7. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the licensed premises only for the limited purpose of operating the events for the term stated herein. Events may be canceled without notice to the Licensor, but no events may be added or changed to a time not listed on the attached Exhibit A without the Licensor's consent following reasonable notice of the added or rescheduled event(s). During the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual. The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this License Agreement, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
 8. Assignment or Transfer of License. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor. The Licensee, however, may license and sublet portions of the licensed premises to licensees, vendors and participants in the events, provided that the

substance of this Agreement is carried forward into any agreements with licensees and vendors.

9. Maintenance/Alteration of Licensed Premises. During the event, the Licensee shall keep the licensed premises in a sanitary condition and keep the premises free from refuse. On a daily basis, Licensee shall provide, or arrange for, clean-up and garbage pick-up. The Licensee shall instruct all vendors about recycling requirements and the location of receptacles for the collection of recyclables. The Licensee shall be responsible for the repair of any damages to the licensed premises resulting from its use thereof pursuant to this Agreement. The Licensee shall not be permitted to make any alterations to the licensed premises without the prior written consent of the Licensor. On termination of this Agreement, the Licensee shall, at the Licensee's expense, restore the licensed premises to the condition they were originally in at the inception of this Agreement, excepting reasonable wear and tear.
10. The Licensor's Access. The Licensor, its employees, and its agents shall have the right to enter the premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the premises. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement.
11. Insurance and Hold Harmless Provisions.
 - A. Hold Harmless Agreement

The Licensee assumes and agrees to pay for all loss or damage to property whatsoever and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the existence, construction and maintenance or use of any facilities used by the Licensee in connection with the event. The Licensee shall indemnify the City against and agree to save it harmless from any and all claims, demands, lawsuits, or liability for, and such loss or damage, injury, death, and costs and expenses incident thereto. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of the Licensor. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

This clause shall not be interpreted to release any vendor or operator from the requirement to provide insurance and certificates of insurance to the Licensor as provided below, before set-up of operations will be allowed.
 - B. Liability Insurance Coverage

The Licensee shall, at their expense, maintain in effect liability insurance with

limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04; the City of Winona shall be named insured. The insurance policy and certificate shall not be canceled, or its conditions altered in any manner without ten (10) days prior written notice to the City Manager of the City of Winona. The insuring company shall deliver to the City Clerk, certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied.

Licensee shall require that all vendors and operators are covered by general liability coverage and that the Licenser has been named as an additional insured. No vendor or operator shall be allowed to set-up operations until the Licensee has verified that the vendor or operator has the required general liability insurance coverage.

12. Cost of Electricity. The Licensee will be responsible for paying for the costs of electricity used in conjunction with event.
13. Traffic and Crowd Control. The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
14. Removal of Equipment, Tents and Portable Restrooms. The stage and tents shall be removed no later than Monday, October 3, 2022. The portable restrooms shall be removed no later than Monday, October 3, 2022. The Licensee shall clean the area after the close of the event. Representatives from the City and the Licensee shall inspect all public areas at the close of the event to release the Licensee from its obligations under this agreement.
15. Contact Information. The Licensee shall designate the contact persons responsible for the various areas or activities of the event and provide the City with the names and phone numbers of the contact persons.
16. Termination of License. If at any time the Licensee breaches a material term of this Agreement, then this Agreement shall become null and void, at the option of the Licenser, immediately upon the Licenser's provision of written notice of the same to the Licensee.
17. **GENERAL TERMS**
 - a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

- b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- d. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
- e. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licenser, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- f. Governing Law. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- g. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- h. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- i. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the

extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

- j. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- k. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. Survivability. All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- m. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SAMMIS FAMILY PRODUCTION CO.

By: _____

Its: _____

And By: _____

Its: _____

CITY OF WINONA

By: _____

Chad Ubl

Its: City Manager

And By: _____

Monica Hennessy Mohan

Its: City Clerk

Exhibit A

Site map



Stage / Performance Area

Location: Kiwanis Shelter/Park
 Concert dates: September 22-25, 2022
 Setup starts: Monday, September 19, 2022
 Take down complete: Monday, September 26, 2022

Specific requests:

1. A stage and a performance tent shall be set up near the Kiwanis Shelter for music performances on Thursday through Sunday, September 22-25, 2022.
2. Access into the Prairie Island parking lot shall be restricted from Tuesday, September 20, 2022, at 8:00 a.m. to Sunday, September 25, 2022, at 5:00 p.m. The Licensee shall monitor the traffic.
3. The City shall post the Prairie Island parking lot (Kiwanis Shelter) on Monday, September 19, 2022, and shall provide, on Monday September 19, 2022, 12 street barricades, 3 handicap accessible parking signs, 4 sandwich light boards, 2 stop signs, and 8 sandbags for the parking lot and access roadway.
4. The City shall provide 10 street barricades, 4 one-way signs, 2 stop signs, to be

Exhibit A

dropped at the Prairie Island Campground office on Monday, September 19, 2022.

5. The City shall provide 10 trash cans to be dropped at or near the Kiwanis Shelter on Monday, September 19, 2022.
6. The City shall provide four barricades to be dropped at the Latsch Shelter on Monday, September 19, 2022 to aid in the street crossing from the temporary campsites at Prairie Island Park.
6. Primitive camping on the north side of the Kiwanis Shelter shall be permitted. Campers shall follow all rules and regulations which apply to the Prairie Island Campground Area.
7. Golf carts or similar vehicles will not be allowed in the non-electric campground area from Tuesday September 20, 2022 to Sunday, September 25, 2022. This request excludes the golf cart(s) used by the Campground staff or business related to campground operations.

Concession Areas

- To the extent the City of Winona is able to give an exclusive concessionaire right (no representation being made hereby as to the City's right to grant an exclusive concessionaire right which does not violate State or Federal anti-trust and/or restraint of trade laws), any public property designated for use by Licensee during the event shall be for the exclusive rights of their programs. This includes concessions, shows, and vending stands.
- Concession stands are to be located in such a manner so as not to hinder other activities not related to the event.
- Licensee shall inform all concessionaires that they must comply with Winona County food inspection regulations.
- If the Licensee caters food and alcohol, the sales and consumption of alcoholic beverages will be limited to a fenced-in area. A copy of the caterer's permit must be provided to the City at least 30 days prior to the start of the event.

Prairie Island Campground

- Only persons holding Boats and Bluegrass event tickets and their property shall be permitted in the primitive camping area.
- Boats and Bluegrass shall reserve all primitive campsites for their guests and has agreed to pay the Prairie Island Campground the amount of \$2100.00 (tax included) for the reservations from Wednesday September 21, 2022, at 9:00 a.m. to 1:00 p.m. on Sunday September 25, 2022.

Exhibit A

Temporary Camping at Prairie Island Park

(Approved by Council on Tuesday, February 22, 2022)



- Boats and Bluegrass shall reserve Prairie Island Park adjacent to the Latsch Shelter for campsites for their guests and has agreed to pay the City of Winona the amount of \$1,480 (tax included) for the reservations from Wednesday September 21, 2022, at 9:00 a.m. to 1:00 p.m. on Sunday September 25, 2022.
- This space would house an estimated 150 ticketed festival attendees in no more than 50 camp sites.
- The entrance will be monitored by volunteers during the day and security at night. Each guest must be a ticket holder and each car will get a parking pass.
- Use the same first come first served system we have now as well as using temporary fencing/signage to designate parking and camping.
- Include a crosswalk, staffed by Boats and Bluegrass volunteers during the day and professional security at night to allow guests to safely pass over Prairie Island Road into the electric camping space. From there, pass holders can walk through the festival grounds and reach the main festival

Temporary Camping Area at PI Park - Tent Space

- Each tent space is 10' by 10' and will be first come first served. The tent camping

Exhibit A

space will be clearly marked with flags and signage.

- Overflow beyond 50 will not be allowed. This will be managed by staff, volunteers, and professional security.

Temporary Camping Area at PI Park - Parking Space

- Each parking space is 9' x 18' w/ 26' driving lane. Each guest will get a parking pass, same as current festival process.
- Boats and Bluegrass will provide temporary fencing and signage to direct drivers in addition to an informational handout, same as current festival process.
- Crosswalk volunteer will also deliver parking instructions and camping instructions to ensure usage accuracy.
- Diagram allows for 7 rows with 15 cars per row which creates 105 parking spaces - 29,500 sq. ft.

Temporary Camping Area at PI Park - Restrooms

- Diagram shows location of portable toilets in the turnaround to allow for easy access for service and replenishing. Will have an estimated bank of 3-5 toilets with 1 HCA

Temporary Camping Area at PI Park - Crosswalk

- Diagram shows location of crosswalk that will be staffed during the day by volunteers and overnight by security to ensure capacity limits are met and parking guidance is available.

Licensee has agreed to:

- Manage the reservation system for all primitive campers;
- Arrange for collection of fees for camping;
- Manage parking and traffic flow of guests and vehicles;
- Supply two additional security guards to monitor the reserved spaces from 9:00 p.m. until 4:00 a.m. on Thursday, Friday and Saturday evenings/mornings.

Prairie Island Campground has agreed to:

- Accommodate Boats and Bluegrass ticket holders as campground guests are accommodated.
- Maintain the Campground restrooms and grounds throughout the event.