

FOX CITIES EXHIBITION CENTER (FCEC)	BOOKING CONTRACT 2021
355 W. Lawrence St. Appleton, WI 54911	Date Booked: 1/19/2021
Shipping Address: 355 W. Lawrence St. Appleton, WI 54911	
Phone: FCEC Phone #: C/o Red Lion Hotel Paper Valley Sales Dept. 920-733-8000, ext. 1660	Status: Tentative until signed & returned.
	Booked By: Linda Garvey
Group Name: City of Appleton	
Post As:	
Contact: Ms. Karen Harkness	
Address: 100 N. Appleton Street Appleton, WI 54911	
Phone No: via Karen Harkness 920-832-6468- Fax: - Email: karen.harkness@appleton.org	

AUTHORIZED SIGNATURE: Director Kurt Eggebrecht or Authorized City of Appleton
BILLING ADDRESS: 100 N. Appleton Street Appleton, WI 54911

MEETING AND BANQUET REQUIREMENTS

At this time you have reserved function space at the Fox Cities Exhibition Center (“we,” “us” or “FCEC”) as follows:

Date	Start Time	End Time	Room
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Hall A, B, C
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Pre-Function Space Lower Level and entire back of house area on lower level.
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Center Skywalk and Landing on South Side of Skywalk

*Items may be moved in and stored in the facility starting Jan. 25, 2021.

SPECIAL CONSIDERATIONS

For the reasons of safety and privacy, there will be minimal contact between the Fox Cities Exhibition Center / Paper Valley Hotel staff and those individuals at the Fox Cities Exhibition Center that are either working, testing, or receiving the vaccine.

The public restrooms throughout the Fox Cities Exhibition Center will be cleaned and re-stocked up to three times per day during occupancy on designated vaccination days.

The use of (2) handheld electrostatic sprayers with peroxide based disinfection cleaner will be available for use at any time. These units will be shared by medical staff and Fox Cities Exhibition Center staff to assist in maintaining a healthier environment. The Fox Cities Exhibition Staff will use this equipment during the daily designated time selected for general cleaning and remain available for vaccination staff for shared use.

Access to the walk-in cooler located in the kitchen, on the lower level, of the Fox Cities Exhibition Center will be included. A refrigeration cooler to store staff meals will be provided at a location deemed suitable to the personnel, as well as access to the ice machine on the lower level.

One (1) five yard (5) dumpster that is located at the Southwest side of the property will be emptied once per week. Should the needs be for more than a standard disposal company, it will be your responsibility to arrange and pay for.

Maintenance staff will maintain sidewalks, entrances, parking lot associated with the Fox Cities Exhibition Center to make sure they are clear of snow and will not exceed a two inch depth (during heavy snowfall) while the facility is in use.

The Fox Cities Exhibition Center is a clean facility and we are confident that we will meet your cleanliness needs upon arrival. When departing the facility, please take the time to remove all items associated with your organization. This includes any and all exterior or interior wall hangings, banners, signs, and decals. A cleaning fee of \$100.00 per hour will be assessed to return the facility to its original condition should any such items from your organization remain.

Extension: While this agreement ends on July 31, 2021, we welcome monthly extensions and will grant the City of Appleton first right to extend use of the space via a written request by June 30, 2021 or the last day of each month thereafter.

Termination: While we expect the Fox Cities Exhibition Center to work out nicely for your needs, we understand the use of the facility is part of a fluid response to a Global Pandemic and changes may be required. If it is decided that the Fox Cities Exhibition Center is not meeting your needs, please notify us of your intent to terminate by the 15th of the month at which case this agreement will terminate on the last day of that month.

Rental Fee: This agreement will be treated as a lease with rental fees charged on a monthly basis rather than the industry standard of daily fees of \$7500.00 per day. For the month of March, a rental fee of \$19,000.00 shall be paid prior to the first day of the month. Beginning April 1, 2021, and for the months thereafter, the rental fee shall be \$25,000 per month unless the FCEC and City decide to continue with a separate agreement for use of the main level space for pandemic testing. If use of the main level continues under a separate agreement, rent will remain \$19,000 per month for those particular months.

Payable to Fox Cities Exhibition Center at 355 W. Lawrence Street, Appleton, WI 54911.

AMERICAN WITH DISABILITIES ACT COMPLIANCE

We will be responsible for complying with the public accommodation requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to you by this contract. Our responsibilities are: (1) the “readily achievable” removal of physical barrier to access to the meeting rooms, sleeping rooms and common areas; (2) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by FCEC than other individuals; and (3) the modification of FCEC policies, practices and procedures applicable to all participants as required to enable disabled individuals to participate equally in your programs.

To ensure our ability to accommodate your special needs with respect to disabled individuals, you must identify for us in advance any special needs of disabled registrants, faculty and guests requiring accommodation by us, and you must notify us of such needs for accommodations as soon as they are identified to you. To allow you to comply with your obligations, we will notify you of requests for accommodations for disabled individuals which we receive directly from members of your group.

INDEMNIFICATION

Each party to this contract agrees that it shall be responsible for any loss or expense (including costs and attorney fees) arising from or incidental to the acts of its respective officers, officials, agents, or employees in the performance of this contract.

We are not responsible for your lost or stolen property or the lost or stolen property of individuals attending your function.

MISCELLANEOUS

This contract is governed by and construed in accordance with the laws of the State of Wisconsin, Outagamie County. This contract constitutes the entire contract of the parties hereto with respect to the subject matter thereof and all prior documents are deemed to be merged into this contract. This contract may only be amended or modified by an amendment made in writing and signed by you and us. If any dispute arises between you and us (hereafter collectively “we”) with respect to this contract,

we agree to endeavor to resolve the dispute through mediation, unless we mutually agree to a different process. We will select a mediator and shall share the mediator's fee equally. The mediation shall be held in the City of Appleton, Wisconsin. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation shall be a condition precedent to the commencement of any other legal proceeding. Disputes not resolved through mediation shall be subject to litigation in the Circuit Court of Outagamie County, Wisconsin.

The performance of this contract by either party is subject to acts of God, government regulation, disaster or civil disorder making it illegal or impossible to provide the facilities or hold the function at the facility. This contract may be terminated only for one or more of the above reasons by written notice from one party to the other, upon the receipt of said notice by the non-terminating party, prior to the scheduled date of first arrival.

PARKING AND ACCESS DETAILS

The surface parking associated with the Fox Cities Exhibition Center is currently designated as handicap spaces. Should there be a need to change these spaces or make alternate accommodations, please work directly with Linda Garvey, General Manager. It is encouraged that the Red Ramp (Superior Street), owned and operated by the City of Appleton, be utilized for additional parking needs.

Please note that the skywalk between the Fox Cities Exhibition Center and the Paper Valley Hotel will be closed during the timeframe of this rental. The hotel staff and City of Appleton will work together to provide signs that guide foot traffic directly to the Fox Cities Exhibition Center without access through the hotel.

CONCLUSION

If all of the arrangements outlined in this contract are acceptable to you, please sign this contract and return to us directly prior to moving any equipment in to the facility. This contract will be binding upon you and us in accordance with its terms upon receipt and execution by us.

Once again, you have the commitment of everyone at the Fox Cities Exhibition Center to ensure that your community mission is successful. Please let me know if you have any questions, or if I may be of further assistance. We will be in contact with you in a few days to see how your plans are developing.

Group Name: Director Kurt Eggebrecht or Authorized City of Appleton Representative

Client Signature: _____

Date: _____

Title: _____

As Authorized Representative

FCEC Signature: _____

Date: _____

Title: _____