

**CITY OF MANITOWOC  
FOURTH ON THE SHORE  
ENTERTAINMENT CONTRACT**

**WHEREAS**, this Contract is made and entered into this \_\_\_\_ day of May, 2018, by and between the City of Manitowoc (“City”), a municipal corporation located at 900 Quay Street, Manitowoc, Wisconsin, 54220, and Twinstunts LLC, a Wisconsin limited liability company located at 110 Washington Street, Valders, WI 54245 (“Twinstunts”).

**WHEREAS**, the City sponsors Fourth on the Shore, a special event (“Event”), which includes live entertainment, vendors, and fireworks; and

**WHEREAS**, Twinstunts provides motorcycle and sport-bike entertainment services at special events; and

**WHEREAS**, City wishes to contract with Twinstunts to perform at Event.

**NOW THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties agree as follows:

1. Scope of Agreement and Schedule. Twinstunts agrees to provide the City three 15-25 minute performances involving motorcycles, sport-bikes, and mini-bikes on July 4<sup>th</sup>, 2018 for Event.
2. Contract Price. Twinstunts agrees to fulfill the performance requirements for no pay as the consideration they are receiving will be exposure to a large audience in Manitowoc
3. Location. City agrees to provide Twinstunts a secured, designated area of the Manitowoc County YMCA parking lot, 205 Maritime Drive, Manitowoc, Wisconsin, for the Twinstunts performances and accompanying “Pit Stop” area for food, non-alcoholic drink, and merchandise sales. This designated area will be equipped with straw bales, and a City employee who will be responsible for arranging the straw bales as needed per Twinstunts’ direction before and after the performances;
4. Insurance. Twinstunts agrees to carry general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and statutory workers’ compensation and auto liability coverage. Twinstunts further agrees to name the City an Additional Insured and to provide a 30-day Notice of Cancellation.
5. Indemnification. Twinstunts agrees to indemnify and hold the City harmless from and against all claims and any penalties, damages, and costs made against the City or incurred by the City arising from any bodily injury, death, or property damage directly caused by or resulting from Twinstunts’ performances at Event.

6. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
7. Termination. Either party may terminate this Contract with 10 days written notice to the other party. Any labor and/or expenses incurred prior to cancellation will be billed at standard retail rates and will be due in full and billed immediately.
8. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

Twinstunts: Sawyer Schmidtman  
110 Washington Street  
PO Box 309  
Valders, WI 54245

City: City Clerk  
Attn: Mayor's Assistant  
900 Quay Street  
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

9. Assignment. This Contract is not assignable.
10. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
11. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
12. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.
13. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.

14. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
15. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
16. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
17. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**TWINSTUNTS, LLC**

**CITY OF MANITOWOC**

By: \_\_\_\_\_  
Sawyer Schmidtman, Member

By: \_\_\_\_\_  
Justin Nickels, Mayor

By: \_\_\_\_\_  
Deborah Neuser, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_