

Marketing Partnership Agreement

This Marketing Partnership Agreement (the “Agreement”) is made this ____ day of _____, 2015, by and between JEFFERSON COUNTY d/b/a JEFFERSON COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson, WI 53549 and – Ott Schweitzer Dist., Inc., Marketing Partner, (MP) with its principal place of business at 616 Gateway Drive, Milton, WI 53563.

WHEREAS, THE JEFFERSON COUNTY FAIR PARK provides marketing opportunities in its facility and as part of its community outreach; and

WHEREAS, Ott Schweitzer Dist., Inc., desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit Ott Schweitzer Dist., Inc., to market with and through THE JEFFERSON COUNTY FAIR PARK on a non-exclusive basis in exchange for certain compensation to be paid by Ott Schweitzer Dist., Inc.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this agreement is 3 years, as outlined in Exhibits A and B.

III. Marketing Partnership.

- A. During the Term of this Agreement, THE JEFFERSON COUNTY FAIR PARK hereby agrees to carry out the elements and scope of the marketing partnership described in Exhibit B.
- B. MP shall provide to THE JEFFERSON COUNTY FAIR PARK all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its marketing partnership; provided, however, that all uses of such logos and other information, content and materials shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- C. During the Term of this Agreement, MP shall be permitted to utilize THE JEFFERSON COUNTY FAIR PARK name, acronym and logo for the sole purpose of promoting MP’s marketing partnership, pursuant to the terms of Section IV below. All uses by MP of THE JEFFERSON COUNTY FAIR PARK name, acronym and logo shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK which approval shall not be unreasonably withheld.

IV. Mutual Intellectual Property License.

- A. Limited License to THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name “Miller Lite” and other

logos of MP (hereinafter collectively referred to as the “MP Marks”) solely to identify MP as a marketing partner of THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use the MP Marks solely in connection with the activities authorized under this Agreement, subject to terms and conditions of this Agreement. MP represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK; and that to the best of MP’s knowledge, the MP’s Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by THE JEFFERSON COUNTY FAIR PARK of MP’s Marks beyond the uses and tasks specified in Exhibit B hereto shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.

B. Limited License to MP. MP is hereby granted a limited, revocable, non-exclusive license to use the name “THE JEFFERSON COUNTY FAIR PARK” and the logo of THE JEFFERSON COUNTY FAIR PARK (hereinafter collectively referred to as “THE JEFFERSON COUNTY FAIR PARK Marks”) solely with the term “Marketing Partner” prominently displayed directly adjacent thereto (to ensure the absence of any implication that MP is endorsed by THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use THE JEFFERSON COUNTY FAIR PARK Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall MP use THE JEFFERSON COUNTY FAIR PARK Marks in a manner that states or implies an endorsement of MP (or MP’s products or services) by THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to MP nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to MP; and that to the best of THE JEFFERSON COUNTY FAIR PARK knowledge, the MP Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by MP of THE JEFFERSON COUNTY FAIR PARK Marks shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK, which approval shall not be unreasonably withheld.

C. General Logo Provision.

1. The MP Marks and THE JEFFERSON COUNTY FAIR PARK Marks are hereinafter collectively referred to as the “Marks”.

2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e. THE JEFFERSON COUNTY FAIR PARK shall be considered the “owner party” and MP shall be considered the “non-owner party” with respect to THE JEFFERSON COUNTY FAIR PARK Marks; MP shall be considered the “owner party” and THE JEFFERSON COUNTY FAIR PARK shall be considered the “non-owner party” with respect to the MP Marks.) The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.
3. The owner parties respective logos may not be revised or altered by the non-owner parties in any way, and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.
4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that MP is a separate and distinct legal entity from, and is not an agent of, THE JEFFERSON COUNTY FAIR PARK.
5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.
6. Use of the respective owner parties’ Marks by the non-owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties’ Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the respective non-owner parties shall: (a) immediately cease utilization of the owner parties’ Marks for any purpose; (b) return forthwith all originals and copies of the owner parties’ Marks to the respective owner parties

(whether in printed, electronic, recorded, and/or other tangible form); and (c) discard or destroy all copies thereof. The respective non-owner parties' obligations to protect the owner parties' Marks shall survive the termination or expiration of this Agreement.

V. **General Provisions**

- A. **Entire Agreement.** This Agreement and the attachments related hereto constitute the entire Agreement between the parties with respect to the subject matter hereof, and integrated documents representing one transaction and supersede any and all other agreements and understandings with respect thereto, whether written or verbal, prior or contemporaneous. It is expressly understood and agreed that this agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by both parties (i.e. "change order"). If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions hereof.
- B. **Mediation and Arbitrations.** Conflicts or disputes between the parties to this contract shall be resolved through mediation and binding arbitration. In the event of any dispute, conflict, or disagreement, the parties agree to discuss the matter and make a good faith effort to resolve the dispute. If such communication does not resolve the dispute, an aggrieved party shall give the other party notice, in writing, of intent to resolve issues of dispute through arbitration. Arbitration shall be scheduled within a reasonable period of time after the dispute has arisen and, unless otherwise agreed by the parties, shall be held in Jefferson County, Wisconsin. Any arbitration shall be conducted in accordance with the Mandatory Arbitration Rules of the American Arbitration Association. The parties shall equally bear the cost of the Arbitrator. Any award rendered by the Arbitrator shall be final, with no right of de novo review or appeal, and a judgment may be entered upon the award in accordance with the applicable laws of the State of Wisconsin. The prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs, as determined by the Arbitrator, as part of the judgment entered therein.
- C. **Miscellaneous.** The following provisions shall apply to this agreement:
1. This agreement shall be binding upon and for the benefit of the Parties and their respective successors, devisees, executors, affiliates, representatives, assigns, partners, agents and employees, wherever the context requires or permits.
 2. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement nor any right under this agreement, nor any expressed interest herein, without the express written consent of the other party, whose consent may be withheld at their sole discretion.
 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and venue of any action arising thereunder shall lie in the County of Jefferson, State of Wisconsin.
 4. No presumption shall arise as a result of one party or the other or any party's agent having drafted all or any portion of this Agreement. Each party prior to signing this Agreement has obtained independent legal advice to the extent so desired with

**Corporate Partner Program for Ott Schweitzer Dist., Inc.,
THE JEFFERSON COUNTY FAIR PARK
Marketing Partner
EXHIBIT A**

PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Date: _____

Marketing Partner: Ott Schweitzer Dist., Inc.,

Address: 616 Gateway Drive

City/State/Zip: Milton, WI 53563

Contact Name: Dan Braun

Phone: (608) 868-9700

Partnership / Advertising Scope and Obligations:

THE JEFFERSON COUNTY FAIR PARK will carry out the scope of tasks set forth in attached Exhibit B

Terms of this Agreement: 3 years (2015, 2016, 2017)

Cost of this Agreement: \$75,000.00

Terms of Payment:

Year 1: \$25,000.00

Year 2: \$25,000.00

Year 3: \$25,000.00

Corporate Partner Program for Ott Schweitzer Dist., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B

Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

Category Exclusivity - Business Category Signage Exclusivity (Fermented Malt Beverages).

- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated Ott Schweitzer Dist., Inc. (OSD) non-profit partner. (Includes basic facility rent only, date to be booked “space available”).
- Lobby Entrance Signage Space. One sign featuring company logo will be displayed year round in the Activity Center Lobby as a “Major Sponsor”.
- Activity Center Signage. One sign featuring company logo will be displayed in the Activity Center year round.
- OSD/Miller will be featured as sponsor of the Jefferson County Fair Miller Lite Entertainment Tent. All signage to be approved by both parties and produced by OSD.
- OSD/Miller will receive prime areas for the sale of fermented malt beverages during the County Fair. Location and number of beverage areas at the Jefferson County Fair to be determined by Jefferson County Fair Park.
- Company logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, radio, etc.)
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers prior to the county fair.
- Display opportunity for up to 12 banners in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate.
- OSD/Miller will be allowed to offer a retail promotion for a discounted County Fair admission pass marketed on OSD products for the fair during a 2 week time frame at least 2 weeks prior to the Fair. (All details to be approved by Jefferson County Fair Park)
- 8 VIP passes to the Grandstand Entertainment, for both Friday and Saturday, including; gate admission, concert seat, VIP food & drink package, and entertainer meet and greet (subject to entertainer approval).
- 40 reserved seat or party pit passes for both Friday and Saturday Grandstand Entertainment (80 tickets total, includes gate admission)
- 250 complimentary adult fair admission passes.

**Corporate Partner Program for
Ott Schweitzer Dist., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B
(Continued)**

- Logo and live link on the Jefferson County Fair Park website.
- OSD will receive commercial advertising on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (OSD to supply video ad)
- County Fair PA announcements identifying OSD brands as “Official Major Sponsors of the Jefferson County Fair Park”.