WISCONSIN STATE FAIR BAR/RESTAURANT SHUTTLE PROGRAM

STANDARD TERMS AND CONDITIONS: By completing and submitting this application, Applicant ("Establishment") agrees that if a permit is granted, Applicant will observe and comply with all of the standard terms and conditions as set forth herein.

- 1. **SCOPE:** Permitted shuttle access to designated areas of the Wisconsin State Fair Park, including pick-up and drop-off locations, as determined by WSFP staff. All permitted Shuttles must display the permit while using designated routes at all times.
- INSURANCE: Establishment warrants and represents that all permitted Shuttles, as well as the
 Establishment, are properly insured as provided for/required by Wisconsin law. WSFP must have
 copy of insurance before permitted to enter premise. Upon request, Establishment shall provide
 WSFP with certificate of said automobile insurance coverage.
- 3. REVOCATION: The issued permit is a revocable license and may be revoked at any time for any purpose, in the sole discretion of WSFP, provided that WSFP provides the Establishment with fifteen (15) days' prior written notice of revocation. WSFP may immediately revoke said permit, without written notice, for cause, including, but not limited to, any case where the Establishment engages in improper activities while transporting patrons, or the Establishment violates any provision of this Agreement. Establishment will not receive a refund for the purchase price of the permit.
- 4. **WARRANTIES AND REPRESENTATIONS:** Upon approval of this application by WSFP, the Establishment herby warrants and represents that operation of the Shuttles is in strict compliance with all applicable laws, rules and regulations. The Establishment hereby agrees to also adhere to all WSFP policies, rules and regulations, including but not limited to, WSFP's traffic control policies and devices.
- 5. **ALCOHOL**: Establishments agree that no alcoholic beverages will be knowingly brought onto the premises by patrons.
- 6. **PROMOTION**: Establishments agrees to pay all expenses incurred in the promotion and operation of the shuttles and to confirm in all respects with the law of the State of Wisconsin and to promote and conduct in a manner creditable to the State of Wisconsin and the Wisconsin State Fair Park. Additional guidelines can be found In the Wisconsin State Park Facility Guidelines.
- 8. **INDEMNIFICATION**: Establishment shall defend, indemnify and hold the State of Wisconsin, its officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, damages, liability, fines, penalties, costs and expenses brought for or on account of any injuries, illness, disability, death or damages received by any persons including but not limited to attorneys' fees arising from or related to Establishment's performance under this Agreement, Establishment's breach of a term or condition of this Agreement, including any of the representations or warranties contained herein or any negligent or intentional act or omission of Establishment or others for whose acts or omissions Establishment may be liable.