

## **FOURTH AMENDMENT TO AGREEMENT FOR CONTRACT CATERING AND RETAIL SALES AT THE MONONA TERRACE CONVENTION CENTER**

This Fourth Amendment to Agreement for Contract Catering and Retail Sales at the Monona Terrace Convention Center is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Madison, a Wisconsin municipal corporation (the "City"), and Monona Catering, LLC, a Minnesota corporation ("M.C.").

**WHEREAS**, the City and M.C. entered into an Agreement for Contract Catering and Retail Sales (the Agreement) dated June 7th, 2006; and

**WHEREAS**, M.C wishes to use City equipment such as forklifts, pallet jacks, ladders and scissors lifts; and

**WHEREAS**, City is willing to permit the use of such City equipment, pursuant to the terms and conditions contained in this Fourth Amendment,

**NOW, THEREFORE**, in consideration of the mutual benefits herein described, the City and M.C. do mutually agree to amend the Agreement as follows:

1. Section 3.2.vi.a, is created to read: Contractor is permitted to use City owned forklifts, powered or manual pallet jacks, scissor lifts and ladders.
2. Section 3.vi.b, is created to read: Contractor will provide all necessary safety and related equipment usage training to employees prior to operating or using any City owned forklifts, powered or manual pallet jacks, scissor lift or ladders. Such training will abide by OSHA, or other federal, state or local laws, ordinances or rules, and will be provided to designated Catering employees upon hire and then as required. In the event Contractor damages a City owned forklift, powered or manual pallet jack, scissor lift or ladder, Contractor agrees to pay for any repairs to or replacement or such equipment.
3. These terms will commence upon the signing of this Amendment by City and M.C. and continue until December 31, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed on the day and year first above written:

**MONONA CATERING, LLC**

**MONONA TERRACE COMMUNITY AND  
CONVENTION CENTER OF THE CITY OF  
MADISON, WI**

By: \_\_\_\_\_  
Patricia Lemke,  
Chief Executive Officer

By: \_\_\_\_\_  
Connie Thompson, Executive Director

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

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

By: \_\_\_\_\_  
Wendy Brown-Haddock,  
General Manager

By: \_\_\_\_\_  
Judy Karofsky,  
Chair Monona Terrace Board

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

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

**Approved for Execution**

By: \_\_\_\_\_  
David P Schmiedicke,  
City of Madison Finance Director

By: \_\_\_\_\_  
Michael R. Haas, City Attorney

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

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