

**FIRST AMENDMENT TO THE
BREESE STEVENS STADIUM USE AND OPERATION AGREEMENT**

Between the City of Madison and Big Top Events LLC

For the 2019 - 2033 Calendar Years.

THIS AMENDMENT, made and entered into by and between the City of Madison, a Wisconsin municipal corporation (“City”), and Big Top Events LLC, a Wisconsin limited liability company (“Big Top”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, the City and Big Top (the “Parties”) entered into the Breese Stevens Stadium Use and Operation Agreement on January 1, 2019 (the “Agreement”), which Agreement sets forth the terms and conditions upon which Big Top is authorized to use and operate the Breese Stevens Stadium (the “Stadium”) from 2019-2028. The Agreement replaced an earlier use agreement that authorized Big Top’s use of the Stadium beginning in 2016; and,

WHEREAS, under the Agreement, Big Top has served fermented beverages and wine at the Stadium to the general public at events taking place at the Stadium since 2016, and has sold beer, wine, and liquor at private events at Breese Stevens Field since 2016; and,

WHEREAS, nationwide sales of beer has slowed in 2023 and 2024, including beer sales at the Stadium, which is a key revenue stream for Big Top. Providing a variety of beverages to the general public during events creates a higher level of customer service to the sports and entertainment fan attending the Stadium; and,

WHEREAS, since 2016, Big Top has complied with alcohol license rules and conditions, and has annually submitted its alcohol beverage policy to the Parks Division and Board of Park Commissioners, addressing how Big Top prevents underage drinking and over consumption at Big Top games and events; and,

WHEREAS, Big Top has requested certain modifications to the Agreement that would enable it to expand the variety of its alcohol offerings at the Stadium and better serve its customers and users of the City’s facility to meet current trends, which changes the City is agreeable to, as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, the Parties agree as follows:

1. Purpose. The purpose of this First Amendment to the Breese Stevens Stadium Use and Operation Agreement (the “Amendment”) is to update the limitations on alcohol sales at Stadium Events, consistent with current market trends.
2. Section 5.b.(13) of the Agreement is amended as follows:

“(13) Alcohol. Big Top may serve liquor, fermented malt beverage products (beer and wine coolers) or wine ~~to the general public~~ at Events taking place at the Stadium. ~~Liquor may be served at private Events not open to the general public (e.g. weddings, corporate outings) that include renting of the entire facility, within private suites, or within designated and cordoned off VIP areas that are separately ticketed, with tickets sold in advance, and that do not allow anyone under the legal drinking to enter, provided additional security is provided for under the Security Plan in paragraph (8) above.~~ Big Top is responsible for obtaining the appropriate license for the sale of liquor, wine and beer from the City Clerk each year and agrees to comply with all applicable liquor laws, including conditions placed on the alcohol license. Big Top also agrees that, if it plans to offer live entertainment at the Stadium, it shall obtain an entertainment license under MGO Sec. 38.06(11) and comply with the terms and conditions placed on that license. When there is a conflict, or potential conflict, between the terms of the licenses and this Agreement, the more restrictive terms shall apply.”

3. Section 6.a.(1) of the Agreement is amended as follows:

“(1) Fee Determination. Subject to any adjustments provided for by this Agreement, Big Top agrees to pay an annual fee for the grant of authority to use the Stadium (the “Facility Use Fee”). This Fee includes all direct facility and parks fees for the use of the facility by Big Top under this Agreement, including for all athletic, sporting, community, concerts and special events. The Facility Use Fee for each calendar year of this Agreement, including the renewal period, shall be:

2019:	\$68,000
2020:	\$70,000
2021:	\$72,000
2022:	\$74,000
2023:	\$76,000
2024:	\$79,000
2025:	\$82,000
2026:	\$85,000 <u>89,250</u>
2027:	\$88,000 <u>92,400</u>
2028:	\$91,000 <u>95,550</u>
2029:	\$100,000 <u>105,000</u>
2030:	\$103,000 <u>108,150</u>
2031:	\$106,000 <u>111,300</u>
2032:	\$109,000 <u>114,450</u>
2033:	\$112,000 <u>117,600</u> ”

4. Section 17 of the Agreement is amended as follows:

“17. Notices. All notices required to be given under the terms of this Agreement shall be personally delivered or sent, postage prepaid, by depositing the same in United States mail addressed as follows:

City: Superintendent of Parks
City of Madison Parks Division
~~210 Martin Luther King, Jr. Blvd., Room 104~~
330 E. Lakeside St.
Madison, WI 53715 ~~53703~~

Big Top: ~~Vern Stenman~~
2920 N Sherman Ave
Madison, WI 53704
Conor Caloia
Chief Operating Officer/Partner
917 E. Mifflin Avenue
Madison, WI 53703

5. Counterparts; Electronic Delivery. This Amendment, and the Agreement, and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

BIG TOP EVENTS LLC

Conor Caloia, Chief Operating Officer/Partner

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Michael Haas, Acting City Clerk

Date

Approved:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-25-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20_____ and approved by the Board of Parks Commissioners at its meeting on _____, 20_____.