

**Holiday Decoration Installation Contract
City of Waukesha – Holiday Creations, LLC**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Holiday Creations, LLC, 108 South Regency Circle, Oconomowoc, Wisconsin 53066-9240, referred to herein as Holiday Creations. Together, the City and Holiday Creations are referred to as the Parties.

Recitals

The City has ordered holiday decorations but does not have the means to install them. Holiday Creations specializes in such installations and is willing to perform installation work for the City.

Now, therefore, the City and Holiday Creations agree and contract as follows:

1. **Scope of Work.** Holiday Creations shall perform the Work generally described on Exhibit A, using the materials specified on Exhibit B. Exhibits A and B are incorporated into this Contract by reference. After take-down, Holiday Creations shall also pack all leased decorations that must be returned to the lessor sufficiently that they may be shipped without damage.
2. **Standard of Work.** Holiday Creations will perform the Work according to generally-accepted industry practices and standards.
3. **Payment.** City shall pay Holiday Creations a total contract price of \$16,700.00, with one installment of \$12,000.00 due upon completion of the installation, and a final installment of \$4,700.00 due upon completion of take-down of the decorations. Holiday Creations shall invoice City for each installment, and all invoices shall be payable net 30 days.
4. **Time.** Holiday Creations shall commence the Work promptly upon delivery of the decorations listed in Exhibit B to the City by Artistic Holiday Designs, and shall complete installation no later than November 28, 2023. Take-down of the decorations shall commence no early than January 22, 2024, and shall be completed no later than January 31, 2024.
5. **Indemnification.** Holiday Creations shall indemnify and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including damage to the decorations listed on Exhibit B, to the extent that they are caused by Holiday Creations' negligent performance of the Work, including court costs and actual reasonable attorney fees.
6. **Insurance.** Holiday Creations shall maintain insurance of the following kinds and for not less than the following limits, at Holiday Creations' sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies except for professional errors and omissions policies. Holiday Creations shall obtain an endorsement making the City an additional insured, and Holiday Creations' insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Holiday Creations shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.

7. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
8. **Assignment Prohibited.** This Contract, and Holiday Creations' responsibility to perform the Work under this Contract, may not be assigned by Holiday Creations without the City's written consent.
9. **Corporate Authorization.** The individuals executing this Contract on behalf of Holiday Creations warrant and represent that they are duly authorized to bind Holiday Creations to this Contract. Holiday Creations warrants and represents that the execution of this Contract is not prohibited by Holiday Creations' articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Holiday Creations shall provide proof upon request.
10. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
11. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

To certify that funds are provided for payment:

 Joseph P. Ciarro, Director of Finance
 Date: _____

Holiday Creations, LLC

 By Oscar Peterson, Member
 Date: _____

 By (print name) _____
 Title: _____
 Date: _____