

Agreement to Locate Light Projectors

This Agreement is by and between, the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin, 53188 and Golden Vista, LLC, a Wisconsin limited liability company with offices located at 921 Friedman Drive, Waukesha, Wisconsin, 53186, referred to herein as the Owner.

Recitals

The City of Waukesha, referred to herein as the City, supplies certain holiday decorations in the City and desires to use light projectors from the rooftops of buildings to use for holiday decorations.

The Owner is willing to allow the location of light projectors on the roof of its building subject to the terms of this Agreement.

Therefore, the City and Owner agree, and contract as follows:

1. Location. Owner agrees to allow the City to locate light projection equipment on the rooftop of the building located at 921 Friedman Drive, Waukesha, Wisconsin; the light projection equipment is intended to be utilized as a part of the city's holiday decorations from approximately December 1 to January 6 each year. The light projectors will remain placed on the rooftop on a yearlong basis.
2. Cost. No rental fee shall be charged to the City by the Owner. The City shall reimburse the Owner Ten (\$10.00) Dollars per year, per projector as the estimated cost to Owner for electricity to operate the light projectors and light displays.
3. Term. Commencing October 1, 2022, and until permission is revoked or the city no longer desires to utilize the space, the City and Owner agree that the projectors may remain located on the rooftop. Should either party desire to terminate this agreement, that party shall give 90 days' notice to terminate this agreement.
4. Access. The Owner shall allow the city access to the rooftop at all reasonable times, upon reasonable notice in order that the City can maintain, repair and remove equipment as necessary. At no time shall Owner move, modify or otherwise physically contact the equipment without express permission from the City.
5. Not a lease. The rights and responsibilities of the parties described herein shall in no manner constitute a lease and the statutory provisions of Wisconsin's Landlord and Tenant law, Chapter 704, Wis. Stats., and any other law related to landlord-tenant relationships shall not apply.
6. Not an easement. The parties to this agreement do not intend to create any type of easement or other real property interest between them.
7. Indemnity. The City shall indemnify and hold the Owner harmless from any and all liabilities, lawsuits, damages and costs, including court costs and actual attorney fees, arising from the acts or omissions of the

City occurring as a result of the location of light projectors on Owner's building rooftop or use of the electrical outlets at ground level.

Golden Vista, LLC

By Kari Jajtner
Managing Member

Date: _____

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Gina L. Kozlik, City Clerk

Date: _____