

**Holiday Decoration Installation Contract
City of Waukesha – Bingle Premier Lighting**

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 Bingle Premier Lighting, 10650 N Baehr Rd Suite G/H, Mequon, WI 53092, referred to herein as Bingle. Together, the City and Bingle are referred to as the Parties.

Recitals

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

Now, therefore, the City and Bingle agree and contract as follows:

1. **Scope of Work.** Bingle shall install the items as pictured in Exhibit A. 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.** Bingle will perform the Work according to generally-accepted industry practices and standards.
3. **Payment.** City shall pay Bingle 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. Bingle shall invoice City for each installment, and all invoices shall be payable net 30 days.
4. **Time.** Bingle shall commence the Work promptly upon delivery of the decorations listed in Exhibit A to the City and shall complete installation no later than December 3, 2024. Take-down of the decorations shall commence no early than January 27, 2025, and shall be completed no later than February 3, 2024.
5. **Indemnification.** Bingle 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 shown in Exhibit A, to the extent that they are caused by Bingle's negligent performance of the Work, including court costs and actual reasonable attorney fees.
6. **Insurance.** Bingle shall maintain insurance of the following kinds and for not less than the following limits, at Bingles' 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. Bingle shall obtain an endorsement making the City an additional insured, and Bingle's 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, Bingle 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 Bingles' responsibility to perform the Work under this Contract, may not be assigned by Bingle without the City's written consent.

- 9. **Corporate Authorization.** The individuals executing this Contract on behalf of Bingle warrant and represent that they are duly authorized to bind Bingle to this Contract. Holiday Creations warrants and represents that the execution of this Contract is not prohibited by Bingle's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Bingle 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 Sara Spencer, City Clerk
 Date: _____

To certify that funds are provided for payment:

 Joseph P. Ciarro, Director of Finance
 Date: _____

Bingle Premier Lighting

 By Brett Benson, Member
 Date: _____

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