

AGREEMENT

This AGREEMENT is entered into on the date signed by the last of the parties as indicated below, by and between CITY of WAUKESHA (hereinafter, the SPONSOR), located at WAUKESHA, WISCONSIN and Vietnam Combat Veterans, Ltd. (hereinafter, the VETERANS), located at White Pine, Michigan.

WITNESSETH

WHEREAS, the VETERANS have the right to display the 1/2-scale replica of the Vietnam Veterans Memorial known as The Moving Wall (hereinafter, the MEMORIAL) in various cities throughout the continental United States, its Territories and Possessions, or in sub-divisions thereof, or in any foreign country expressing a desire to display the MEMORIAL; and

WHEREAS, the SPONSOR has expressed a desire and has made application to display the MEMORIAL in WAUKESHA, WISCONSIN;

NOW, THEREFORE, the VETERANS and the SPONSOR hereby agree as follows:

1. The Parties agree that *The Moving Wall Vietnam Veterans Memorial Sponsors' Handbook* (hereinafter, the HANDBOOK) is made part of this agreement as though fully set forth herein.
2. The SPONSOR agrees to display the MEMORIAL for a period of SIX (6) days, beginning on 5/21/20 and concluding on 5/26/20 under the following conditions:
 - a. To provide an area measuring 220ft X 65ft, the minimum area for the MEMORIAL structure. This does not include area needed for ceremonies or for persons visiting the MEMORIAL.
 - b. To build and have a level base, as outlined and explained in the HANDBOOK, in place prior to the MEMORIAL's arrival and assembly.
 - c. To provide volunteers to assist in assembling and disassembling the MEMORIAL at the display site. Assembly will be on the day of the first day of display as noted above; disassembly will be on the last day of display as noted above. A minimum of ten (10) volunteers is needed. More are encouraged to help.
 - d. To provide as many volunteers as necessary to assist those viewing the MEMORIAL in locating names for a 24 hour period each day of the display.

- e. To provide adequate security of the MEMORIAL display in the form of on-site security personnel or by providing the volunteers with a means of communications with local law enforcement and first-aid personnel. Security must be provided from the time the MEMORIAL is erected until it is disassembled on the last day.

3. The VETERANS agree to support the MEMORIAL display under the following terms:

- a. By providing personnel to accompany the MEMORIAL who will direct and assist volunteers in the assembly and disassembly of the MEMORIAL at the display site.
- b. By providing assistance to volunteers in answering questions about the MEMORIAL.
- c. By maintaining the general appearance of the MEMORIAL throughout the display period.
- d. By keeping an accurate account of the donation box provided by the VETERANS for any and all contributions people may wish to make towards the continued upkeep and maintenance of the MEMORIAL and of articles left at the MEMORIAL by the public.

4. In consideration for the MEMORIAL display the SPONSOR hereby agrees to the following:

- a. To pay the VETERANS the sum of \$6,000.00 for a display period of SIX (6) days.
- b. To provide one (1) non-smoking hotel suite consisting of sleeping room with a king bed, and a living room with refrigerator, microwave, table, desk, and couch for SEVEN (7) nights beginning 5/20/20 and checking out on 5/27/20.
- c. Disassembly of the MEMORIAL will be on 5/27/20 and will begin not later than ~~4:00 PM~~ 8:00 AM.
- d. The SPONSOR agrees to neither solicit nor seek contributions for any reason, nor to sell any items, at or within 100 yards of the MEMORIAL site.
- e. The SPONSOR further agrees to donate to the VETERANS any funds raised through donations that are over and above the necessary expenses to host the MEMORIAL. The SPONSOR agrees that no funds are to be used for any projects not directly related to the display of the MEMORIAL.

5. Hold Harmless Provisions

- a. The VETERANS agree to indemnify, defend and hold harmless the SPONSOR, its directors, officers, employees, agents, and contributors from any loss, injury or damage to the MEMORIAL or to the VETERANS' representative arising out of or in connection with the display of said MEMORIAL.
- b. The SPONSOR agrees to hold harmless the VETERANS, its directors, officers, employees, agents, members and contributors from any loss, injury or damages arising from any circumstances which would prevent the display of said MEMORIAL as stated elsewhere in this agreement.

6. It is understood by both parties to this agreement that any and all items (i.e., letters, notes, medals, photos, poems, etc.) left at the MEMORIAL by persons viewing the MEMORIAL are not souvenirs of the MEMORIAL display.

- a. All items, except live flowers and plants, will be boxed and marked prior to disassembly of the MEMORIAL, and will be shipped by the SPONSOR to the VETERANS office in White Pine, Michigan.

IN WITNESS WHEREOF, each party hereto, by their signature, have executed this agreement on the date indicated by each name, and by both parties as a binding contract, on the latter of the two dates.

DATE: _____

CITY of WAUKESHA

By: _____

Title: _____

DATE: _____

Vietnam Combat Veterans, Ltd.

By: _____

Title: _____

Chairman, Memorial Fund

P.O. Box 715

White Pine, Michigan 49971