

ADVERTISING AGREEMENT

This agreement is entered into this ____ day of _____, 2022, by and between the City of Vergas (Vergas) and _____, hereinafter "Lessee" for the purpose of memorializing the terms and conditions of a lease of space on the Vergas Event Center sign for the purpose of advertising the Lessee's business.

WHEREAS, the City of Vergas owns an electric sign outside of the Vergas Event Center which has available space for non-electric advertising on its base; and

WHEREAS, the utilization of the sign for this purpose will affect the cost of the sign and its operation costs, all at a savings to the taxpayers of the city; and

WHEREAS, the sign location makes it advantageous for placement of advertising images and messages;

NOW THEREFORE, it is agreed between the parties as follows:

1. Vergas shall provide a 17.67-inch by 24-inch panel space on its sign for the exclusive use of the Lessee. The Lessee may provide the content of the advertisement on the panel which shall be subject to approval by the City of Vergas. The location of the advertising space shall be as represented on Exhibit A, which is attached hereto.
2. Term: The lease term shall be 5 years commencing on the date the advertisement is placed on the sign face.
3. Lease Amount: Lessee: shall pay the sum of \$2,500.00 for the lease.
4. Maintenance: Vergas shall be responsible for the expense of the advertising labor and material necessary to create the sign and its installation. The Lessee shall be responsible for arranging for the creation of the advertising image. Vergas is not responsible for the sign content only for the implementation of the content.
5. Maintenance of Sign. Vergas shall maintain the sign for the duration of the agreement and shall repair or replace any advertising images that are damaged or destroyed except as Lessee causes such damage or destruction. Should the Lessee's space be damaged, or should the sign be damaged in any respect which affects Lessee's use the space, the city shall repair the same within 30 days of the date of any damage.
6. Change of Advertisement during the Term of Lease. Lessee shall have the option to change its advertising content on the panel at its sole cost, upon 30 days advance written approval by Vergas.
7. No Sublease. The Lessee may not assign, sublease or transfer its rights in this contract to a third party without the written consent of the city.
8. Length of Agreement. This agreement shall remain in effect until January 1, 2027 unless earlier terminated by either party, as set forth below.
9. Early Termination.
 - a. Voluntary Termination. Either party may terminate this agreement by mailing via First Class U.S. Mail to the other party at the addresses listed intent to terminate at least 90 days prior to the date of

termination. Should Vergas terminate the agreement, Vergas will refund any rent paid by Lessee prorated to the date of termination. Should the Lessee terminate this contract, Vergas shall not be required to return any lease payments made or due to be made during the entire term of the lease.

b. Involuntary Termination. Should Lessee violate the provisions of this contract or go out of business, this contract shall terminate. Vergas shall not be required to return any lease payments made or due to be made during the entire term of the lease.

10. Indemnification. Lessee shall indemnify and hold harmless Vergas from all damages, including any attorney fees and costs, incurred by Vergas arising from Lessee's design and its placement on the Event Center sign, including any violation of any third-party intellectual property or privacy rights.

Dated: _____

Lessee

City of Vergas

By: Julie Bruhn
Its: Mayor

By: Its:

By: Julie Lammers
Its: City Clerk/Treasurer

By: Its:

