

AGREEMENT FOR GRANT

WAYFINDING SIGNAGE

AGREEMENT made and effective this _____ day of _____, 2009, by and between the **Fox Cities Convention & Visitors Bureau**, Inc. a Wisconsin corporation with principal offices located at 3433 West College Avenue, Appleton, Wisconsin (hereinafter "FCCVB") and the **City of Menasha**, a municipality with principal offices at 140 Main Street, Menasha, Wisconsin (hereinafter "City").

RECITALS

- A. Whereas, FCCVB learned from its 2004 Tourism Assessment that improved wayfinding signs will help Fox Cities visitors, newcomers, and residents find key attractions, and
- B. Whereas the City intends to be one of several communities to adopt a consistent system of wayfinding signs throughout the Fox Cities, and
- C. Whereas, the estimated total cost for the signs to be installed in the City (hereinafter, "the project") is estimated to be \$31,067.
- D. Whereas the FCCVB's Board of Directors and the Capital Development Committee have approved a grant to the City in an amount not to exceed \$15,534, based on the following understandings:
 - 1. The signs will be installed during the 2010 calendar year.
 - 2. The signs will be made to specifications developed by Corbin Design for FCCVB, as will the posts on which they're mounted.
 - 3. The signs will be installed according to a plan developed by Omni Associates for FCCVB. Such plan may be amended upon mutual agreement of both FCCVB and the City.
 - 4. The City will own the signs and be responsible for their maintenance and upkeep.

COVENANTS

Now, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are made a part hereof and are incorporated herein by reference.

2. **Grant.** The FCCVB agrees to grant the City an amount no to exceed \$15,534 as partial funding of the project. Remaining funding will be secured by the City and FCCVB shall have no liability regarding same.

3. **Project Specifications.** The project shall be consistent with specifications and detail submitted by the City in the grant application dated May 1, 2009.

4. **Grant Funding.** The grant will be paid to the City as a reimbursement, after the signs are completed and all contingencies met as set forth in section 5. In the event the sign installation is not completed on or before December 31, 2010, the FCCVB shall not have any further obligation to grant or pay for any present or current obligations of the Project.

5. **Contingencies.** The making and payment of the grant is condition and contingent upon the following conditions having occurred;

- (a) Installation of the signs in full accordance with the requirements set forth herein, and on or before December 31, 2010.
- (b) Submission of the Post-Project Report documenting that the signs and post were made and installed in accordance with requirements set forth herein, as well as detailed information on the City's expenditures for those signs.

6. **Liability.** FCCVB shall in no way be considered an owner or operator of the Project and shall not be liable for any injury or property damage sustained by any party of person and shall fully indemnify and hold FCCVB harmless there from.

7. **Use of Funds.** All grant funds received by the City shall be used solely and exclusively for the Project and for no other purpose whatsoever.

8. **Default.** In the event FCCVB determines, at any time, that any of the obligations or conditions are not being met by the City, FCCVB shall provide written notice to the City of the default and allow 30 days from the date the notice is given for the city to cure the default. In the event the City fails to timely cure the default to the sole satisfaction of FCCVB, FCCVB may withhold any pending fund distribution under this Agreement, or, if the grant has been fully funded, the City shall be obligated to refund the full amount paid to the city by FCCVB.

9. **Termination of Grant.** Notwithstanding anything else herein to the contrary, in the event the project is not fully completed and functional by December 31, 2010, then the Grant in FCCVB's sole discretion may be declared null and void and of no further force.

10. **Integration Clause.** This Agreement expresses the entire understanding between the parties as to the terms and covenants of this grant transaction and no other verbal or written understanding shall change or alter the terms contained.

IN WITNESS THEREOF, the parties have entered into this Agreement on the date a set forth above.

FOX CITIES CONVENTION &
VISITORS BUREAU, INC:

CITY OF MENASHA

By: _____
Al Schaefer, Chair

By: _____
Don Merkes, Mayor

By: _____
Lynn R. Peters, Executive Director