

**MILITARY LOUNGE AGREEMENT
BETWEEN USO WISCONSIN, INC.
AND THE CITY OF LA CROSSE**

THIS AGREEMENT is made this _____ day of _____, 2015, by and between USO Wisconsin, Inc., a Wisconsin non-profit corporation (“USO”), and the City of La Crosse, a municipal corporation.

USO and the City of La Crosse, in consideration of the foregoing recitals and the mutual promises, conditions, and covenants, and other good and valuable consideration of the parties hereto, covenant and agree as follows:

ARTICLE I: STATEMENT OF AGREEMENT:

- 1.1 The purpose of this document is to establish an ongoing and binding commitment of USO and the City of La Crosse regarding the lounge being created in the airport terminal for the purpose of serving active duty service members , the “Military Lounge.” Funds and donations to support the “Military Lounge” have been or will be raised and procured by USO.
- 1.2 This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended or modified, except pursuant to a written instrument which has been duly authorized and executed by both parties to this Agreement. This Agreement replaces and supersedes any previous agreements by the parties.
- 1.3 The term of this Agreement shall commence on the date of the parties’ execution hereof and shall end on _____. The term of this Agreement shall thereafter automatically renew for one-year periods unless terminated upon written notice by either party at least sixty (60) days prior to the expiration of the initial or any renewal term.

ARTICLE II: DUTIES AND RESPONSIBILITIES OF THE PARTIES:

- 2.1 USO shall have the following duties and responsibilities:
 - A) Any property donations and contributions received by USO for use in “Military Lounge” shall remain the property of USO for the term of this agreement but shall remain in the “Military Lounge” for the purpose of serving soldiers.
 - B) In the future, it may also be necessary to maintain the appearance of the furnishings and/or replace the furnishings with new furnishings. These items are understood to be ongoing maintenance and are the sole responsibility of USO.
 - C) USO agrees that there will be no payment from the City of La Crosse in consideration for the creation of the “Military Lounge” or for any furnishings placed within such “Military Lounge” from time to time.

2.2 The City of La Crosse shall have the following duties and responsibilities:

- A) The “Military Lounge” area will be maintained as to custodial services and any other structural building maintenance as deemed necessary by the City of La Crosse.
- B) Any permanent structures erected in the creation of the “Military Lounge” shall become property and all title will vest with the City of La Crosse at time of such erection.
- C) Indemnification. To the fullest extent allowable by law, USO hereby indemnifies and shall defend and hold harmless, the City of La Crosse, its officials, employees and authorized agents, from and against any and all suits, actions, proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney’s fees, costs and expenses arising in connection with this Agreement and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of USO, or of anyone acting under his direction or control, regardless if liability without fault is sought to be imposed on City of La Crosse. USO aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligence and/or willful misconduct of City of La Crosse, its officials, employees or authorized agents. Nothing in this Agreement shall be construed as City of La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.
- D) During the term of this Agreement, the City of La Crosse shall provide USO the exclusive, uninterrupted and quiet use and enjoyment of the Military Lounge for the uses and purposes described in this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized representatives on the date and year first above written.

USO Wisconsin, Inc.:

Signature: Josh Sova

Title: Executive Director

The City of La Crosse:

Signature: Clinton Torp

Title: Airport Manager