



INDEPENDENT CONTRACTORS LICENSE

TERMINAL ADVERTISING SALES

at

La Crosse Regional Airport
La Crosse, Wisconsin

between

City of La Crosse

and

(Contractor)

<u>Section</u>	<u>Page</u>
SECTION 1 – INCORPORATION BACKGROUND RECITALS	1
SECTION 2 – DEFINITIONS.....	1
SECTION 3 – PURPOSE AND DESCRIPTION	2
SECTION 4 - TERM.....	2
SECTION 5 –PRIVILEGES AND OBLIGATIONS	2
Subsection 5.1 Privileges and Obligations	2
Subsection 5.2 Conflicts with Other Licensees.....	2
SECTION 6 – COMMISSION FEE	3
SECTION 7 – REPORTING	3
SECTION 8 – REPRESENTATIVE OF CITY	4
SECTION 9 - QUALITY AND CHARACTER OF SERVICE	4
Subsection 9.1 Quality of Advertising.	4
Subsection 9.2 Airport Manager's Right to Object.	4
SECTION 10 – NON-DISCRIMINATION.....	4
SECTION 11 - IDEMNIFICATION AND INSURANCE	5
Subsection 11.1 Indemnification.....	5
Subsection 11.2 Company to Provide General Liability Insurance. Error! Bookmark not defined.	
Subsection 11.3 Insurance Certificate. Error! Bookmark not defined.	
Subsection 11.4 Company Failure to Provide Certificates. Error! Bookmark not defined.	
SECTION 12 - TERMINATION	5
Subsection 12.1 Termination by Company.....	5
Subsection 12.2 Termination by City.	5
Subsection 12.3 Notice of Termination.....	6
SECTION 13 - NONWAIVER OF RIGHTS.....	6
SECTION 14 – NO PERSONAL LIABILITY	6

SECTION 15 – GOVERNING LAW.....	6
SECTION 16 – JURY TRIAL WAIVER.....	6
SECTION 17 – NOTIFICATION	6
SECTION 18 – SEVERABILITY	7
SECTION 19 – ASSIGNMENT, SUBLET, AND TRANSFER.....	7
SECTION 20 – NO WAIVER.....	7
SECTION 21 – CONFLICTS OF INTEREST	7
SECTION 22 – POLITICAL ACTIVITIES.....	7
SECTION 23 – ENTIRE AND SUPERSEDING LICENSE	7
SECTION 24 – AMENDMENT	8
SECTION 25 – TIME COMPUTATION	8
SECTION 26 – NOTICES	8
SECTION 27 – PUBLIC RECORD LAW	8
SECTION 28 – NO THIRD PARTY BENEFICIARY	9
SECTION 29 – COMPLIANCE WITH LAW.....	9
SECTION 30 – FORCE MAJEURE.....	9
SECTION 31 – GOOD STANDING.....	9
SECTION 32 - INDEPENDENT CONTRACTORS.....	9
SECTION 33 - GOVERNMENTAL APPROVALS	10

SECTION 34 – AUTHORITY.....	10
SECTION 35 – COUNTERPARTS.....	10
SECTION 36 – SURVIVAL.....	10
EXHIBIT A.....	12

10. "Secure Area" shall mean the Airside Area for which Transportation Security Administration and Airport security protocols are in effect.
11. "Sterile Area" shall mean that area of the Secure Area in which prohibited items are forbidden or must be controlled per the Transportations Security Administration.
12. "Terminal Building" shall mean the terminal building at the Airport.
13. "Terminal Rehabilitation Project" shall mean a complete rehabilitation of the Terminal Building which will provide for the Concession space defined herein.

SECTION 3 – PURPOSE AND DESCRIPTION

Subsection 3.1 Purpose. City will provide to Company the authority to sell pre-defined advertising packages within the Terminal Building (**Exhibit A**), and as modified from time-to-time by the City.

Subsection 3.1 Description. Company will perform, as an independent contractor for the City, the sale of advertising space within the Terminal Building. Company will be responsible for representing the Airport in a professional manner, selling pre-authorized advertising packages within the Terminal Building, coordinating initial placement terms, closing the sale, coordinating initial advertising placement with the City, and providing any additional information to the City as requested.

SECTION 4 - TERM

The term of this License is for a five (5) year period commencing upon the effective date of this License, unless sooner terminated as hereinafter provided, and terminating on September 1, 2020.

SECTION 5 –PRIVILEGES AND OBLIGATIONS

Subsection 5.1 Privileges and Obligations. Company shall be authorized to sell pre-defined advertising space for the City Airport Terminal. An inventory of sellable space and pricing model shall be provided to Company on a continuing basis. Company shall have an obligation to initiate contacts with businesses to sell advertising in the Airport Terminal, complete a sales summary for the business purchasing advertising, obtain the initial advertising content for placement, and close the sale of the advertising to the business. The City shall provide all billing services, content coordination, account oversight, and advertising placement coordination after the initial sale is concluded and for the term of advertising services being provided to Business. Company and City shall be authorized to initiate up-selling to existing Businesses for which they obtained the initial sale for a period of thirty six (36) months from the time of the initial sale, after which the Business shall become the sole account of City.

Subsection 5.2 Conflicts with Other Licensees. Multiple licensees may be authorized to sell advertising on behalf of the City. A list of current advertising contracts and Licensees will be provided to all Licensees and no Licensee shall pursue additional sales with a current advertiser under another account. Additionally, while active sales negotiations are occurring with a particular business no other

Licensee shall pursue that same business. In the event of a conflict between Licensees the Airport Manager shall have the final say as to who shall be authorized to deal with a particular business on behalf of the City. Business accounts which have become the City's accounts may not be sold to without permission from the City.

SECTION 6 – COMMISSION FEE

In consideration of providing a completed advertising placement for City, the Company shall be authorized to collect a Commission Fee from the City. Commission Fee shall be paid on a monthly basis, no later than the 20th of the month following the month for which payment is collected, to the Company for the month in which the advertising is paid to the City by the business purchasing the advertising. Increases or decreases in advertising amounts purchased by Business shall be included in the monthly Commission Fee for a period of thirty six (36) months from the initial sale based on the current month. Any changes in the monthly fee shall not increase or decrease the length of term for which payments are due to Company. In the event a business terminates advertising or does not pay their fees due, no Concession Fee shall be made to Company. In all instances the City shall be made whole of payments due to the City for advertising services prior to payment being made to Company. The following Commission Fee payments shall be authorized for a completed sale:

1. First 12 calendar months – Company shall receive a Commission Fee of 60% of each advertising placement sale.
2. Calendar months 13-24 – Company shall receive a Commission Fee of 45% of each advertising placement sale.
3. Calendar months 25-36 – Company shall receive a Commission Fee of 30% of each advertising placement sale.
4. Calendar months 37 and later – Company's Commission Fee shall cease and the account shall fully become the City's.

As an example, if Company sells a 30 views-a-day full screen ad for \$250 a month, Company would receive the following compensation for the months following as long as the Business remained a customer and continued advertising with the same package:

Months 1-12 = $(\$250.00/\text{month} \times 60\%) = \$150.00/\text{month}$
Months 13-24 = $(\$250.00/\text{month} \times 45\%) = \$112.50/\text{month}$
Months 25-36 = $(\$250.00/\text{month} \times 30\%) = \$75.00/\text{month}$
Month 37 plus = No Commission
Total commission received by month 37 = \$4,050.00

SECTION 7 – REPORTING

City shall provide a monthly report to Company of all currently active Business accounts for which Company is receiving a Commission Fee. Report shall include the name of the Business, month of

payment, number of payments remaining, and current month's payment amount.

SECTION 8 – REPRESENTATIVE OF CITY

Company in performing the duties authorized in this License is acting on behalf of the City in the sale of advertising service in the Airport Terminal. It is expected that Company representatives perform their duties in a professional manner. At no times shall Company coerce, threaten, unduly pressure, or unprofessionally pressure a Business to provide advertising services on behalf of the City. Company representatives shall be dressed in and perform in a businesslike manner when representing the City under this License.

SECTION 9 - QUALITY AND CHARACTER OF SERVICE

Subsection 9.1 Quality of Advertising. Company shall offer for sale only high-quality advertising and those which are tasteful, free of adulteration, and appropriate for a public facility. Upon written notice to Company by the City of any violation of this provision, Company shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

Subsection 9.2 Airport Managers' Right to Object. The Airport Manager shall have the right to raise objections and deny any advertising proposal, the quality and quantity of services utilized, advertising pricing, the character of the service, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Manager to be remedied by Company.

SECTION 10 – NON-DISCRIMINATION

This License is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, and pursuant to law, it is unlawful and Company agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Company shall include or cause to be included in each subcontract covering any of the services to be performed under this License a provision similar to the above paragraph, together with a clause requiring

such insertion in further subcontracts that may in turn be made.

SECTION 11 - IDEMNIFICATION AND INSURANCE

Subsection 11.1 Indemnification. To the fullest extent allowable by law, Company hereby indemnifies and shall defend and hold harmless, at Company's expense, City, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the License and in any manner caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Company, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this License, regardless if liability without fault is sought to be imposed on City. Company's aforesaid indemnity and hold harmless license shall not be applicable to any liability caused by the negligent or willful misconduct of City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this License shall be construed as City 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 License.

Company shall reimburse City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Company's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

SECTION 12 - TERMINATION

Subsection 12.1 Termination by Company. Company may cancel this License and terminate all its obligations hereunder at any time. Termination by Company will result in no further financial obligation to Company by City and all existing advertising contracts shall become solely City's account.

Subsection 12.2 Termination by City. City may cancel this License and terminate all of its obligations hereunder at any time. If cancellation is due to a material breach of this License, City shall have no further financial obligation to Company by City and all existing advertising contracts shall become solely City's. If cancellation is at the City's discretion then existing payments shall be made as required under this License but Company shall no longer be authorized to sell advertising on behalf of the City. If Company has stagnated in their duty to attract new advertising and has failed to gain a new Business Account for the previous eighteen months this License shall be terminated and no further financial obligation or payment to Company by City shall occur.

Subsection 12.3 Notice of Termination. Termination of this License will be by notice in writing, such cancellation and termination to be effective upon the date specified in such notice.

SECTION 13 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this License after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this License for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 14 – NO PERSONAL LIABILITY

Under no circumstances shall any trustee, officer, official, commissioner, Manager, member, partner or employee of City have any personal liability arising out of this License, and Company shall not seek or claim any such personal liability.

SECTION 15 – GOVERNING LAW

This License and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this License shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

SECTION 16 – JURY TRIAL WAIVER

The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this License. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

SECTION 17 – NOTIFICATION

Company shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Company with respect thereto.
- (2) Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Company contained in this License to be untrue.
- (3) Notify City, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial

contribution by Company or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Company or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Company or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

SECTION 18 – SEVERABILITY

The provisions of this License are severable. If any provision or part of this License or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this License and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

SECTION 19 – ASSIGNMENT, SUBLET, AND TRANSFER

Company shall not assign, sublet, or transfer its interests or obligations under the provisions of this License without the prior written consent of City, which shall not be unreasonably withheld or delayed. This License shall be binding on the heirs, successors, and assigns of each party hereto. Company shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

SECTION 20 – NO WAIVER

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this License shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

SECTION 21 – CONFLICTS OF INTEREST

Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Company further covenants that in the performance of this License no person having any conflicting interest shall be employed. Any interest on the part of Company or its employee must be disclosed to City

SECTION 22 – POLITICAL ACTIVITIES

Company shall not engage in any political activities at the Permitted Premises while in performance of any and all services and work under this License.

SECTION 23 – ENTIRE AND SUPERSEDING LICENSE

This writing, all Exhibits hereto, and the other documents and licenses referenced herein, constitute the entire License between the parties with respect to the subject matter hereof, and all prior licenses,

correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This License, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this License, and in the event of a conflict between this License and any action of City, granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

SECTION 24 – AMENDMENT

This License shall be amended only by formal written supplementary amendment. No oral amendment of this License shall be given any effect. All amendments to this License shall be in writing executed by both parties.

SECTION 25 – TIME COMPUTATION

Any period of time described in this License by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this License by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

SECTION 26 – NOTICES

Any notice, demand, certificate or other communication under this License shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	La Crosse Regional Airport	Copy to: Attn. City Attorney
	Attn: Airport Manager	City of La Crosse
	2850 Airport Rd	400 La Crosse Street
	La Crosse, WI 54603	La Crosse, WI 54601

City's notice to Company shall be deemed effective three days after mailing first class United States Post Office mailing. Company shall identify in writing and provide to City the contact person and address for notices under this License.

SECTION 27 – PUBLIC RECORD LAW

Company understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Company agrees to retain all records as defined by Wisconsin Statute § 19.32(2)

applicable to this License for a period of not less than seven (7) years after the termination or expiration of this License. Company agrees to assist City in complying with any public records request that City receives pertaining to this License. Additionally, Company agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Company decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon La Crosse shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this License.

SECTION 28 – NO THIRD PARTY BENEFICIARY

Nothing contained in this License, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

SECTION 29 – COMPLIANCE WITH LAW

The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

SECTION 30 – FORCE MAJEURE

City shall not be responsible to Company and Company shall not be responsible to City for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this License is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

SECTION 31 – GOOD STANDING

Company affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Company is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

SECTION 32 - INDEPENDENT CONTRACTORS

The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this License to be employees of

the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

SECTION 33 - GOVERNMENTAL APPROVALS

Company acknowledges that several of the specific undertakings of City described in this License may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Company further acknowledges that this License is subject to appropriation by the La Crosse Common Council. City's obligation to perform under this License is conditioned upon obtaining all such approvals in the manner required by law. City cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

SECTION 34 – AUTHORITY

The persons signing this License warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 35 – COUNTERPARTS

This License may be executed in one or more counterparts, all of which shall be considered but one and the same licenses and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SECTION 36 – SURVIVAL

All express representations, indemnifications and limitations of liability included in this License will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

COMPANY:

By: _____ By: _____

Date: _____

ATTEST:

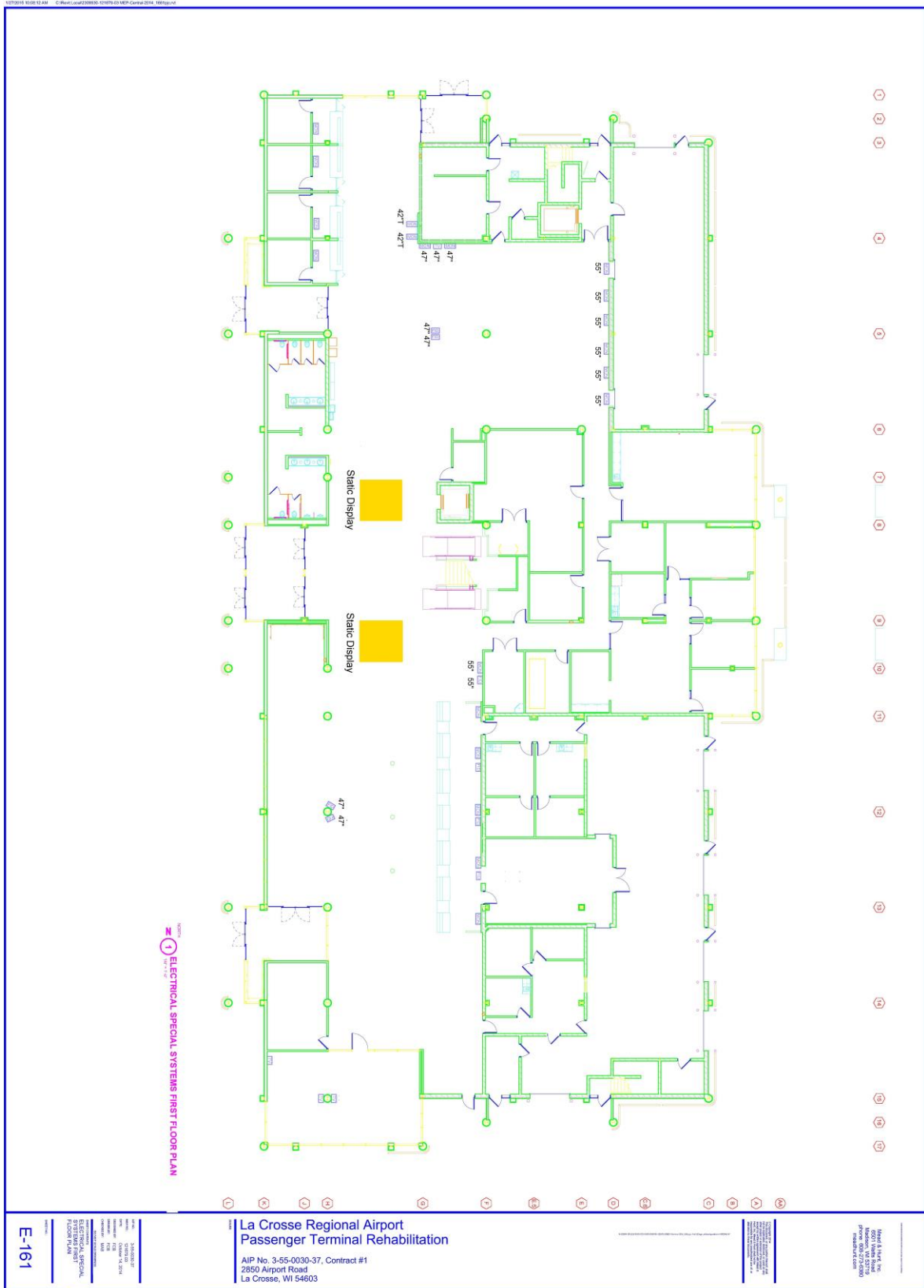
CITY OF LA CROSSE

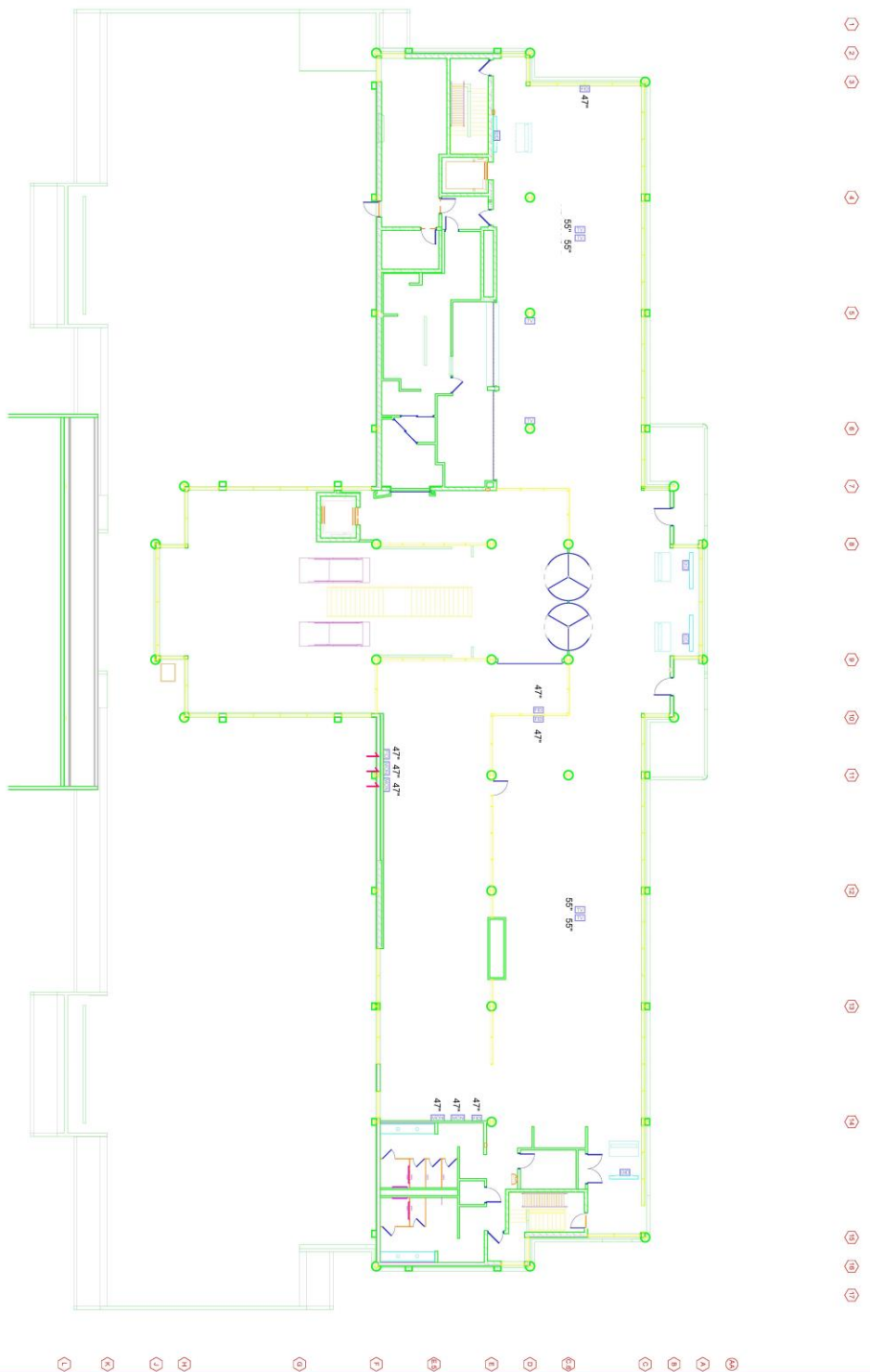
By: _____ By: _____

Clinton Torp, Airport Manager

Date: _____

EXHIBIT A





E-162
 ELECTRICAL SYMBOLS
 REVISIONS
 DATE: 3/20/2019
 BY: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]
 PROJECT: LA CROSSE REGIONAL AIRPORT
 REVISIONS: [Table with columns for revision number, description, and date]

**La Crosse Regional Airport
 Passenger Terminal Rehabilitation**
 AIP No. 3-55-0030-37, Contract #1
 2850 Airport Road
 La Crosse, WI 54603

L&L Electric, Inc.
 1400 Madison, WI 53712
 Phone: 608.785.1111
 Fax: 608.785.1112
 www.llelectric.com