

CHANGE COLLECTION RECEPTACLE INSTALLATION LICENSE
AT
LA CROSSE REGIONAL AIRPORT

This Change Collection Receptacle Installation License (“License”) is entered into on the date listed below by, and between, the following parties:

LICENSEE:

Mississippi Valley Conservancy, Inc.
1309 Norplex Drive, Ste. 9
La Crosse, WI 55921
Phone: 608-784-3606, ext. 4
carol@mississippivalleyconservancy.org

AIRPORT:

La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54603
608-789-7464
turneri@lseairport.com

In consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties hereby covenant and agree as follows:

1. **PURPOSE.** The Airport will permit the non-profit organization to install a Change Collection Receptacle (“Receptacle”) in the public area of the Airport subject to the terms and conditions of this License.
2. **USE.** Receptacle installed under this license shall be displayed for the purposes of collecting loose change for use of an authorized non-profit organization. Except as otherwise provided in this License, the Airport shall not permit the Receptacle to be used for any other purposes without consent of the Airport.
3. **TERM.** The initial term of the display of the Receptacle shall be one (1) year commencing July 1, 2020. The parties may mutually agree in writing to extend the term up to an additional one (1) year under the same terms and conditions.
4. **TERMINATION.** Notwithstanding any other provision of this license, either party may terminate this License early for any reason upon providing five (5) business days written notice to the other party. For the sake of this agreement, electronic mail shall be considered written. In the event of early termination, the termination date is the fifth (5th) day after the date of the terminating party’s written notice. Unless the parties mutually agree otherwise. Upon termination or expiration of the License, the Licensee shall retrieve the Receptacle immediately. If the Licensee fails to retrieve the Receptacle as required, the Airport has the absolute right to place the Receptacle in storage, charge regular storage fees and any related costs, and perfect

and enforce a lien for these fees and costs. Failure to retrieve the Receptacle may also result in the Receptacle being deemed abandoned and disposed of accordingly.

5. **INSTALLATION, EMPTYING, AND REMOVAL OF CHANGE COLLECTION RECEPTACLE.**

The Airport shall exclusively determine and designate the location within the Airport for the public display of the Receptacle. The method of installation and removal of the Receptacle, including the materials and equipment used, are subject to the approval of the Airport.

Installation and removal of the Receptacle shall be at the Licensees sole expense. Change removal from the Receptacle shall be the sole responsibility of the Licensee. If access is required to the Receptacle location it shall be coordinated with the Airport in advance.

6. **DAMAGE TO AIRPORT PROPERTY.** The Licensee or anyone acting on its behalf shall not damage Airport property during the installation or removal of the Receptacle. In the event Airport property is damaged during the installation or removal of the Receptacle, the Licensee shall be responsible for the payment of any and all damages and repairs.

7. **ASSUMPTION OF RISK.** Licensee accepts all risk associated with the Receptacle being on display or stored at the Airport. Licensee releases all claims and subrogation against the Airport for any loss or damage to the Receptacle and its contents, however caused. It is the sole responsibility of the Licensee to insure the Receptacle for the full value and the Airport offers no insurance coverage in displaying the Receptacle.

8. **CHANGE OF ADDRESS.** It is the sole responsibility of the Licensee to provide the Airport with reliable and current contact information, including the address and phone number for the term of the License.

9. **ENTIRE AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understanding of the parties, whether written or oral, are merged herein and made a part hereof.

10. **AMENDMENT.** This License shall not be amended.

11. **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, a joint venture, or partners.

12. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City of La Crosse have any personal liability arising out of this License, and Licensee shall not seek or claim any such personal liability.

13. **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.

14. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable Federal, state, and local laws, regulations and ordinances.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Licensee hereby indemnifies and shall defend and hold harmless the City of La Crosse, its elected and appointed officials, 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, costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the agreement hereunder 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, whether active or passive of Licensee, 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 the City of La Crosse. Licensee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this agreement shall be construed as the 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 License.

16. CONSTRUCTION. This License shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This License shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this License are inserted and included solely for convenience but shall never be considered or given any effect in construing this License with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this License, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
17. ASSIGNMENT, SUBLET, AND TRANSFER. Licensee may not assign, sublet, or transfer its interests or obligations under the License. This License shall be binding on the heirs, successors, and assigns of each party hereto. Licensee shall provide not less than thirty (30) days advance written notice of any intended assignment, sublet or transfer.
18. NO WAIVER. The failure of any party to insist, in any one or more instances, 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.
19. GOVERNING LAW AND VENUE. 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 for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
20. 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.
21. SEVERABILITY. The provisions of this License are severable. If any provision or part of this License or the application thereof to any person or circumstances 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.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their authorized representatives.

LICENSEE:

By: Carol Abrahamzon
Carol Abrahamzon
Executive Director

Date: 6/2/20

AIRPORT:

By: _____
Ian Turner
Airport Director

Date: _____