



**LICENSE AGREEMENT**  
**(Public Art Installation and Display)**

THIS LICENSE AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Pine City, a municipal corporation under the laws of the State of Minnesota (the “Licensor” or “City”), and \_\_\_\_\_, a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_ (the “Licensee”); (collectively the “Parties”).

RECITALS:

WHEREAS, Licensor is the owner of a certain real property located at \_\_\_\_\_ in the City of Pine City, Minnesota (the “Property”), which property is \_\_\_\_\_; and

WHEREAS, the Licensee desires to use a portion of the above-referenced Property to paint/install City-approved art upon a portion of the Property and thereafter display, maintain and repair such art for the benefit and viewing of the general public; and

WHEREAS, the City has adopted City Code Chapter 5.32 Public Art and the Pine City Public Art on Public Premises Guidelines and Policy related to such art installations; and

WHEREAS, the Licensor is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Grant of License and Description of Licensed Premises.** The Licensor hereby grants to the Licensee a terminable, nonexclusive license to use the Licensed Premises defined herein for the purpose of temporarily installing, painting, operating, maintaining, repairing, and displaying a City-approved art (the “Art”) upon a portion of the Property for the benefit and viewing of the general public (the “Licensed Premises”), identified and depicted on Exhibit A. This License grants the Licensee, at Licensee’s expense, the right to temporarily use the Licensed Premises for the purposes stated herein. A description of the approved form of the Art is included on the Public Artwork Permit, which is attached hereto and incorporated herein by reference as Exhibit B.

2. **License Fee.** In consideration for the License granted hereby and the services provided by Licensee, the Licensee shall pay to the Licensor, as and for the use of the Licensed Premises, One Dollar (\$1.00) payable to Licensor at the time of execution hereof.

3. **Term and Termination.**

- a. **Term.** This Agreement shall commence \_\_\_\_\_, 20\_\_ and terminate on \_\_\_\_\_, 20\_\_, unless otherwise extended or terminated as provided in this Agreement.
- b. **Termination.** This Agreement shall terminate: (a) at the expiration of the term stated herein; (b) at Licensor's option, upon the failure of the Licensee to comply with any material term or condition of this Agreement or Licensee's violation of a state or federal law or City Code, upon five (5) days' notice to Licensee; c) upon the destruction, demolition or removal of the Licensed Premises for any reason or the Art; or d) by Licensor upon a showing by Licensor of good and sufficient reasons upon five (5) days' notice to the Licensee. For the purposes of this Agreement, "good and sufficient reasons" shall include, but not be limited to, changed circumstances affecting the purpose of this Agreement or for reasons affecting the public interest or public health, safety or welfare, including but not limited to City street or utility work, or other work deemed necessary by the City within the Licensed Premises in the City's sole judgment and discretion. Licensee shall have five (5) days from the date of notice to cure an identified default, provided however, that Licensee cures to the satisfaction of the Licensor's City Administrator.
- c. **Art Upon Termination.** Except as otherwise provided herein, if this Agreement is terminated for any reason, the Licensee shall remove the Art and any other personal property of Licensee from the Licensed Premises within the respective notice period or prior to the expiration of this Agreement, as applicable. Failure of the Licensee to remove the Art and personal property within the respective period shall constitute abandonment of the Art and personal property and an express waiver of Licensee's removal right. In such event, at the City's option, the Art and personal property may be removed, disposed of, or otherwise used at the discretion of the City. If any of the Art and personal property are removed by the City, the costs of removal, storage and/or disposal shall be the responsibility of the Licensee. Licensee shall pay such costs within thirty (30) days of the date of an invoice for the same from the City. If any personal property is not timely removed, it shall be deemed abandoned and may otherwise be used by the City or disposed of by the City at the Licensee's cost. No compensation shall be paid to the Licensee by the City for the Art or personal property. For purposes of this Agreement "remove the Art" shall be as provided in section 3.d. of this Agreement
- d. **Restoration.** Prior to termination of this Agreement for any reason, the Licensee

shall remove the Art, at the Licensee's expense, by restoring the Licensed Premises to the condition they were originally in at the inception of this Agreement or an alternate condition approved in writing by the City Administrator of the Licensor, or, alternatively, pay the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within thirty (30) days from the date of an invoice for the same from the City to the Licensee. Acceptable methods to remove the Art and restore the Licensed Premises shall be to paint over the Art with a black paint as approved by the City Engineer. Licensee's restoration activities shall be made to the satisfaction of the City Administrator.

- e. **Notice of Termination.** Except as otherwise provided herein, notice of termination shall be given at least thirty (30) days in advance of the effective date of such termination. Such notice shall be delivered to Licensee or its successor in interest (as their interests and addresses may appear on the tax rolls of the County), either personally or by certified mail. Notice of termination as provided herein shall become effective upon the date written notice is mailed or personally delivered to the other Party.
4. **Donation.** Notwithstanding any provision of this Agreement, once completed, the Art shall be City property and shall be deemed to have been donated to the City for the benefit of the public. No compensation shall be paid by the City to the Licensee or any of Licensee's officers, employees, patrons, contractors, agents, or volunteers for painting, installing, operating, maintaining, repairing, replacing or displaying the Art or for the Art itself or for any materials, tools or supplies used for any purposes associated with the Art. The Art shall not be copyrighted and shall otherwise be free to the public and the City to photograph, appreciate and display. The City may use and reproduce any photographs, personal narrative, interviews, or audio and video recording of the Art as well as the creation/painting of the Art.
5. **Use of Licensed Premises.**
- a. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated, provided, however, that during the term of this Agreement, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual in addition to any such other requirements directed by the Licensor as applicable to the Licensed Premises.
  - b. The Licensee shall comply with all safety, ADA, and accessibility standards and all environmental regulations.
  - c. The Licensed Premises shall be operated in accordance with the Pine City Public Art on Public Premises Guidelines and Policy, included in Exhibit C attached hereto.

- d. All installations under this policy must conform to the public art standards, definitions, funding, maintenance, and planning processes set forth in City Code Chapter 5.32 Public Art.
  - e. In the event of any inconsistency or conflict between the terms contained in this Agreement and the exhibits attached hereto, the terms contained in this Agreement shall govern.
  - f. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this Agreement or as altered in accordance with plans and specifications as submitted to, and approved by, the City Administrator, or his or her designated representative, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
  - g. The Licensee shall schedule days and times acceptable to the City Engineer/Parks and Public Buildings/Public Works/City Planner when the intersection will be closed by the City during low-traffic hours (weekdays 9am–3pm) by placing barricades for the same for purposes of the Licensee or any of Licensee’s officers, employees, patrons, contractors, agents, or volunteers painting, installing, operating, maintaining, repairing, replacing or restoring the Art or the Licensed Premises.
6. **Licensee’s Responsibilities.** The Licensee shall be responsible for all activities incidental to its use of the Licensed Premises, including:
- a. Licensee shall notify and work with the above referenced City Staff on a schedule of dates and times when the City will make the Licensed Premises available and, if necessary, close the street intersection for purposes of the Licensee or any of Licensee’s officers, employees, patrons, contractors, agents, or volunteers painting, installing, operating, maintaining, repairing, replacing or restoring the Art or the Licensed Premises. Scheduling of street closures for the purposes stated herein shall be as approved by the City in writing, in the City’s sole judgment and discretion. Scheduled days and times may be canceled by the City at any time in the City’s discretion, and the City shall not be responsible for any costs incurred by Licensee related to such cancelation(s).
  - b. The Licensee shall obtain all necessary licenses and/or permits as applicable to the use authorized herein.

- c. The Licensee shall pay for all costs to paint, install, operate, maintain, repair, replace and restore the Art and the Licensed Premises as provided in this Agreement.
- d. The Licensee's painter(s)/installer(s) of the Art as well as any work related to maintenance, repair and/or replacement of the Art and restoration of the Licensed Premises shall be insured by Licensee for the work being performed, and Licensee shall be liable for any claims associated with the same. The installation work shall be subject to final approval of the Art by the City before work begins.
- e. The Licensee shall ensure all materials are securely attached, weather-resistant, and tamper-resistant.
- f. The location and design of any Art on the Licensed Premises shall be subject to approval by the City in writing, including the materials and painter(s)/installer(s) of the Art. All such costs shall be paid by the Licensee.
- g. The Licensee shall hold harmless, indemnify and defend the City against any and all claims damages, losses or judgments against the City arising out of the use of and activities within the Licensed Premises by the Licensee or any of Licensee's officers, employees, patrons, contractors, agents, or volunteers painting, installing, operating, maintaining, repairing, replacing or restoring the Art or the Licensed Premises.
- h. The Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or any other location on the Property. Should the Licensee intentionally commit or allow to be committed any waste on or destruction to the Licensed Premises or Property, the Licensee shall immediately restore the same to the original condition of the same at the inception of this Agreement or as altered in accordance with plans as submitted to, and approved by, the City Administrator, or, alternatively, pay to the Licensor the cost of restoring the same to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.
- i. The Licensee shall keep the Licensed Premises in a neat and sanitary condition and keep the Licensed Premises free from refuse during its use thereof while Licensee or any of Licensee's officers, employees, patrons, contractors, agents, or volunteers painting, installing, operating, maintaining, repairing, replacing or restoring the Art or the Licensed Premises. Licensee shall follow all environmental regulations and shall not dump paint or chemicals on the Licensed Premises.
- j. Licensee shall be responsible for the costs associated with any damage to the Licensed Premises, which is caused by Licensee as a result of its use of or operations within the Licensed Premises. Licensee shall pay such costs within 30

days of Licensee's receipt of a billing statement for such charges from the Licensor.

- k. During the term of this License, Licensee shall, at Licensee's cost and expense, be responsible for the routine maintenance and all general upkeep of the Art on the Licensed Premises as set forth in the Maintenance Execution Plan, attached hereto and incorporated herein as Exhibit D. In the event that Licensee fails to provide routine maintenance as outlined therein, the Licensor may perform the work and shall invoice the Licensee for all costs incurred by Licensor in providing such maintenance. Invoices shall be due and within 30 days of the date of the invoice.
  - l. The Licensee shall, at Licensee's expense, make any repairs to the Art and to the Licensed Premises, which are needed to maintain the same to the satisfaction of the City Administrator. The Licensee shall at all times maintain the Art in a good and safe condition to the satisfaction of the City Administrator.
  - m. Licensee shall receive no compensation or reimbursement for performing any painting, installing, operating, maintaining, repairing, replacing or restoring the Art or the Licensed Premises or any other costs incurred by Licensee related to this Agreement or the Art of any kind or nature whatsoever during the term hereof or following termination hereof.
7. **City's Right to Enter and Right to Use of Licensed Premises.** Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Licensee therefore, the City reserves the following rights with respect to the Licensed Premises, in the City's sole judgment and discretion:
- a. The City, its employees and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, sweeping, plowing, de-icing, repairing, altering, or improving the Licensed Premises and Property without compensation to the Licensee and regardless of any damage caused thereby to the Art.
  - b. The City may schedule, permit and license public or private events on the Licensed Premises in its discretion.
  - c. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
  - d. The City may order the immediate cessation of any use, improvements, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public.

- e. The City may order Licensee to correct any project or work or condition to comply with the scope of this Agreement or other applicable standards, conditions, ordinances or laws.
  - f. If the Art in the Licensed Premises falls into disrepair at any time during the term of this Agreement, in the City Administrator's discretion, the City may order Licensee to conduct any repairs or perform any maintenance necessary to bring the Art into compliance. Any such an order by the City authorized by this Paragraph shall state the violation or condition, the terms of correcting the violation or condition and that failure to correct the violation or condition within the stated time limits shall be cause for immediate revocation of this Agreement. If the violation or condition is not corrected within the stated time limits, the City may revoke this Agreement and/or pursue any and all remedies available to it as provided herein or in law or equity.
  - g. The Licensee shall not be permitted to make any alterations to the Licensed Premises without the prior written consent of the City Administrator.
  - h. Notwithstanding any other provision contained in this Agreement, if at any time in the judgment of the City Administrator, the Art presents a hazard to the public, the City Administrator may take such action as he/she shall consider appropriate to render the same safe or to make the area in which the Art is present safe for public use.
  - i. The City Administrator may order the immediate removal of the Art, or the repair thereof, or he/she may make the area unavailable for public use, or he/she may take whatever other or different action appear as appropriate, including but not limited to termination of this Agreement for purposes of public safety.
8. **Assignment or Transfer of License.** Licensee shall have no right to assign its interest in this Agreement without the prior express written consent of Licensor.
9. **Licensed Premises Ownership.** During the Term hereof, all incidents of ownership in the Licensed Premises and Property are held exclusively by the City. The Licensee shall have or gain no property interest in the Licensed Premises or Property by virtue of this Agreement.
10. **Public Premises.** The Licensee expressly recognizes that the Licensed Premises and the Property are City-owned and that all of Licensee's activities, use and services upon the Licensed Premises are being provided for the benefit of the general public and are subservient to the City's uses. In the event that the Art is intended to be located in a public street, Licensee expressly recognizes that the Licensed Premises are a public street and that the primary purpose of the same is for public street and utility uses.
11. **Covenants to Indemnify and Hold Harmless.** Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and

members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, customers, patrons, volunteers, or invitees, with respect to Licensee's use of the Licensed Premises. Licensee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

12. **Waiver and Assumption of Risk.** The Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the Art thereon and hereby assumes any and all risks and hazards associated with its use of the Licensed Premises. Licensee understands and acknowledges that the primary purposes of the Licensed Premises, notwithstanding this Agreement, are as stated herein above and that the Licensed Premises may require regular maintenance, repairs or other work in the City's discretion, which work may damage or destroy the Art. Licensee hereby irrevocably waives any and all claims against the Licensor and City or any of their officials, employees, agents, customers, patrons, or invitees, for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Licensed Premises or any of Licensee's activities or the Art, and hereby irrevocably releases and discharges the Licensor and any of their officials, employees or agents from any and all such claims of liability related to the Licensed Premises or the Art herein, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor. It is expressly agreed by Licensee that Licensor is not and shall not be construed to be an insurer of; (i) Licensee's officials, patrons, contractors, agents, employees, volunteers or invitees using the Licensed Premises or the Art related to any injury or death, or (ii) Licensee's property loss or property damage to the Art, its accessories or appurtenances thereto, due to fire, arson, vandalism, intrusion, theft, collision, vehicular damage, or any other criminal acts or casualty loss. Licensor assumes no liability for the care, protection or security of the Licensed Premises or the Art.
13. **Insurance.** The Licensee shall at Licensee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's insurance certificate, whichever is greater, for purposes of insuring Licensee or any of Licensee's officers, employees, patrons, contractors, agents, or volunteers conducting work or other activities related to this Agreement within the Licensed Premises. The City shall be named as an additional insured. The Licensee's insurance policy and certificate shall not be cancelled or its conditions altered in any manner without ten (10) days prior written notice to the City. Upon request, the Licensee shall deliver to the City certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are

satisfied. If Licensee fails to maintain a policy of insurance as required the term of this License, the City may immediately revoke this Agreement and require the immediate removal by the Licensee of the Art from the Licensed Premises at the Licensee's sole cost and expense, and the Licensee shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in City Code.

14. **Default.** If the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within five (5) days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.

15. **Condition of Licensed Premises.** Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an "as is" condition. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this Agreement. The Licensor shall have no responsibility with regard to any failure of or damage to the Art within the Licensed Premises, if any. Licensee understands and acknowledges that this License grants it only a terminable, non-exclusive license to use the Licensed Premises, and does not confer any permanent property rights with respect to the Licensed Premises upon Licensee.

16. **General Terms.**

- a. **Recitals and Exhibits.** The recitals and exhibits hereto are made a part hereof and incorporated herein by reference.
- b. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- c. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

d. **Notices.** The parties' representatives for notification for all purposes are:

LICENSOR:

Marcy Peterson  
City Administrator  
1015 Hillside Ave SW, Ste. 2  
Pine City, MN 55063  
Phone: 320-438-1010  
Email: mpeterson@pinecitymn.gov

LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, MN \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- e. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- f. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.
- g. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often

as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- h. **Force Majeure.** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- i. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. **Compliance with Laws.** The Licensee and its sublicensees, vendors, operators and other participants in the market shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Licensee is responsible.
- k. **Interest by City Officials.** No elected official, officer, or employee of the Licensor shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- l. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Pine County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- m. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- n. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of

this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- o. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- p. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof superseding any prior agreements or understandings. All discussions and negotiations are deemed merged in this Agreement.
- q. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- r. **Survivability.** All covenants, indemnities, guarantees, relicenses, representations and warranties by any party or parties, and any undischarged obligations of the Licensor and the Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- s. **Execution.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ADDRESS:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ADDRESS:

**CITY OF PINE CITY, MINNESOTA**

City Hall  
1015 Hillside Ave SW, Ste. 2  
Pine City, MN 55063

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**Depiction of Licensed Premises**

**EXHIBIT B**

**Public Artwork Permit with Description of the Art**

**EXHIBIT C**

**Pine City Public Art on Public Premises Guidelines and Policy**

**EXHIBIT D**

**Maintenance Execution Plan**