

## LICENSE WITH THE LARAMIE PUBLIC ARTS COALITION TO INSTALL & MAINTAIN VINYL MURAL WRAPS

This License is granted this \_\_\_\_ day of \_\_\_\_\_ 2021, by the City of Laramie, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as "City") whose address is 406 Iverson Avenue, Laramie, Wyoming 82070, and the Laramie Public Arts Coalition, (hereinafter referred to as "Licensee"), whose address is Laramie Public Art Coalition, 115 Iverson Avenue, Laramie, Wyoming 82070.

1. Purpose. Pursuant to Section 12.28.010 of the Laramie Municipal Code, it is the City's desire to permit Licensee a license to install and maintain vinyl mural wraps on City infrastructure at the following locations, the City's traffic signal box on the southeast corner of 15<sup>th</sup> St. and Reynolds St., the City's traffic signal box on the southeast corner at 4<sup>th</sup> St. and Iverson Ave. and a City-owned utility hot box on the southwest corner of Washington Park. The exercise of any of the privileges granted is subject to and constitutes acceptance of all the following terms and conditions of this License.

2. Term. The term of this License is for a period not to exceed three (3) years, or until abandoned by the Licensee, or until revoked by the City, or otherwise terminated pursuant to provisions contained within this License.

### 3. Requirements Pertaining to Installation, Maintaining, Use, and Removal of Vinyl Mural Wraps

- 3.1. Licensee may place the above described vinyl wraps in the public right-of-way at the locations aforementioned. Licensee shall place obstructions in conformance with the specifications set forth in this License. Licensee shall bear the cost of placing, maintaining and removing such obstructions.
- 3.2. Licensee shall submit to City Engineer for review a drawing demonstrating the size, type of obstructions, dimensions, description of how it will be installed, and location of the vinyl wraps prior to installation. The City Engineer will be given two weeks to complete the review of the vinyl wraps. The vinyl wraps shall be installed in a manner so as to minimize the interference with any other use or maintenance of the City-owned infrastructure.
- 3.3. When the vinyl wraps are removed by the Licensee, the Licensee shall restore all items back to the condition before the vinyl wraps were installed to the satisfaction of the City Engineer.
- 3.4. If Licensee refuses or fails to remove the vinyl wraps and restore the City infrastructure upon termination or revocation of this license, or fails, neglects or refuses to maintain the vinyl wraps in accordance with the requirements herein or if the City finds that the vinyl wraps are causing issues with the City

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infrastructure, the City may remove the vinyl wraps. Licensee shall pay any reasonable costs incurred by the City for said removal of the obstructions.

- 3.5. All City infrastructure disturbed or damaged during the performance of any such placement or removal of vinyl wraps shall be replaced at Licensee's expense to at least as good a condition as it was in before the work began to the satisfaction of the City Engineer. Should Licensee fail or refuse to replace City infrastructure disturbed or damaged to the satisfaction of the City Engineer, Licensee shall pay any reasonable costs incurred by the City for such replacement, including compensation for professional or other services if necessary. The costs, if not paid promptly, shall be a lien against and secured by the real property located at the address permitted by this license, if owned by the Licensee.
- 3.6. Licensee shall remove or relocate the vinyl wraps if the City needs to install, adjust, or relocate any City infrastructure. If the Licensee does not move their vinyl wraps the City may remove the vinyl wraps at the Licensee's expense.
- 3.7. After the term of this agreement the vinyl wraps will be assessed by the City and Licensee. If the vinyl wraps are found to be in good condition the City and Licensee will extend the timeframe for the vinyl wraps to remain in place through an amendment.
- 3.8. During or following an emergency created by man or natural phenomenon, the City may take all necessary steps to remove the vinyl wraps or residue that might impede City infrastructure or endanger persons or property, without being responsible for continued maintenance, care or liability of the vinyl wraps.

#### 4. Special Provisions.

- 4.1. This is a license only. This License does not transfer any interest in real property or convey any rights not explicitly set forth herein. The privilege granted by this license is the bare privilege to use the designated portion of City property during the term of this license and no more.
- 4.2. The City makes no representation or warranty of any kind, including no representations or warranty about the condition of the subsurface or its ability to support the proposed installations.

#### 5. General Provisions.

- 5.1. Amendments. Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.

- 5.2. Applicable Law/Venue. The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- 5.3. Compliance with Law. All parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this License.
- 5.4. Entirety of Agreement. This License, consisting of five (5) pages represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 5.5. Force Majeure. Neither party shall be liable for failure to perform under this License if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.
- 5.6. Assignment/Contract Not Used as Collateral. Licensee shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this License without the prior written consent of City. Licensee shall not use this License, or any portion thereof for collateral for any financial obligation.
- 5.7. Indemnification. Each party to this License shall assume the risk of any liability from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- 5.8. Extension. Nothing in this License shall be interpreted or deemed to create an expectation that this License will be extended beyond the term described herein. Any extension of this License shall be initiated by the City and shall be effective only after it is reduced to writing and executed by all parties to the License.
- 5.9. Sovereign Immunity. City and Licensee do not waive sovereign immunity

by entering into this License, and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

- 5.10. Termination. Either party may terminate this License without cause upon thirty (30) days' notice to the other party. Licensee agrees that if at any time they fail to keep any term of this License, the City may, without liability, immediately suspend or revoke this License. Upon revocation or expiration of this license, licensee shall immediately remove the vinyl wraps from the property and restore the property to its original condition as reasonably practicable to the satisfaction of the City Engineer. Removal and restoration is at the entire expense of the Licensee. This license is void if recorded.
- 5.11. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License. The parties to this License intend and expressly agree that only parties signatory to this License shall have any legal or equitable right to seek to enforce this License, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this License, or to bring any action for the breach of this License.
- 5.12. Time is of the Essence. Time is of the essence in all provisions of the License.
- 5.13. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- 5.14. Waiver. The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

IN WITNESS WHEREOF, the Laramie City Council has caused this License to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Licensee has signed and executed this License, the day and year first written above.

**CITY OF LARAMIE, WYOMING:**

By: \_\_\_\_\_  
Paul Weaver,  
Mayor and President of the City Council

Attest: \_

\_\_\_\_\_  
Nancy Bartholomew,  
City Clerk

**LICENSEE:**

**LARAMIE PUBLIC ARTS COALITION:**

By:

\_\_\_\_\_  
Laura McDermit  
Executive Director

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Date