



## AVIX Mark II Lease Proposal

**Date:** March 4, 2024      **MBM Job Name:** Town of Clayton-Eagle Heights Regional Stormwater  
**Contact:** Kelly Wisnefske  
**Job Name:** Town of Clayton-Eagle Heights Regional Stormwater  
**Job Address:** Town Clayton  
**Job City/State:** Clayton, WI 54001

We hereby submit specifications and proposals to: 8348 Hickory Avenue, Larson, WI 54947; Attention: Kelly Wisnefske; Phone:(920) 836-2007; Email: administrator@claytonwinnebago.gov.

Migratory Bird Management, Inc. (MBM) will provide the tools, technology, and training to above client's personnel to be able to initiate an integrated laser harassment program designed to deter target species of wild birds from utilizing the property for loafing and roosting. The proposal includes (1) automated Avix Mark II laser system to be installed on an elevated surface provided by client. Placement will be determined based upon on-site assessment information provided from facility location. MBM will also assist in determining the most effect location for placement of system. MBM will provide information for client to fabricate specialty mounting bracket for laser, and MBM will supply additional power cord, senior technician and one assistant to advise and assist with the installation and programing of the unit. The program will consist of month to month of service with installation and programming included. At the end of the lease program if Client chooses not to purchase the laser system, the lasers will be removed from the above listed location. Lease price includes removal of Avix Mark II systems. Migratory Bird Management, LLC will also supply all components for solar option, solar panels, low cycle 12v rechargeable batteries and other components for solar installations. **Town of Clayton to supply access via mechanical lift for installation.**

Risk of Loss or Damage. The Lessee assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear. The Lessor or their appointed agent will determine normal wear and tear. All determinations made by the Lessor are final. If the equipment is not returned to the Lessor for any reason, Lessee shall pay to the Lessor the Predetermined replacement Cost of the equipment. If no Replacement Cost is designated herein, Lessee shall pay the actual cost of replacing the equipment at the time of replacement.

### Contract Period and Terms:

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Initial set up, installation and programming of Avix Mark II

**\$ 3,500.00**

(Three Thousand and Five Hundred dollars and 00/100 cents)

Leasing Program

**\$ 1,000.00**

(One Thousand dollars and 00/100 cents)  
per month for (7) months

If after the evaluation period purchase is confirmed a \$10,500 credit will be applied to the full purchase price of \$ 19,080.00 leaving a balance due of \$ 8,580.00

If after the evaluation period purchase is not confirmed MBM will remove equipment. No credit will be issued.

We propose hereby to furnish services complete in accordance with above specifications for the sum of:

**Full billing will occur for installation and (7) month lease once contract is approved.**

All work to be completed in a competent and professional manner using prevailing standards in the industry. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Payment is due upon receipt of invoice. A service charge of 1 1/2% per month (18%) per year will be added to all balances not paid within thirty (30) days of invoice. If Purchaser is paying by credit card, then Purchaser agrees to pay .035% credit card processing fees. Purchaser agrees to pay any expenses incurred by Migratory Bird Management, LLC. in collecting amounts due: including court costs, attorney's fees, and any other costs of collection including just compensation for time spent in pursuit of delinquent accounts by those representing Migratory Bird Management, LLC be it the owner or an officer of the company. This proposal may be withdrawn if not accepted within 15 days.

**Third Party Vendor Fees:** All third party vendor fees required by Client listed above shall be charged back to client.



**Termination of Agreement:** Purchaser may terminate this Agreement with or without cause at any time upon thirty (30) days prior written notice thereof to Migratory Bird Management, LLC. Also, Migratory Bird Management, LLC may terminate this Agreement at any time by giving written notice thereof to Purchaser and/or Owner stating the date on which such termination shall be effective, which date shall be the last day of any month and at least sixty (60) days after the date such notice is given.

**Payment on Termination:** Immediately upon receiving, or giving notice of termination, Migratory Bird Management, LLC. shall inform Purchaser in writing of all work and other services currently being performed by Migratory Bird Management, LLC. its employees, agents, subcontractors, on Purchaser's or Owner of Property behalf indicating the portion of the work or other services that each has performed with respect to this Agreement. Migratory Bird Management, LLC shall also advise Purchaser of any portion of the work which if stopped, might delay or preclude completion of the work by Purchaser or another contractor or which if stopped would decrease the likely value of the Work to Purchaser or Owner of Property. Migratory Bird Management, LLC. shall take all actions necessary or desirable to ensure the orderly transfer of responsibility for the performance of the Work to any new contractor selected by Purchaser, or to an agent or employee of Purchaser, at Purchaser's discretion. Upon transfer of responsibility for the performance of the Work in a manner reasonably acceptable to Purchaser and subject to Purchaser's rights contained herein, Purchaser shall pay Migratory Bird Management, LLC. as full and final payment for all labor, work and services actually performed in connection with the Work. Final payment shall include the payment of any remaining unamortized costs for equipment, materials or advance payments for work.

**Force Majeure:** Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that; (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences. If Service Contractor's performance is delayed, Service Contractor agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid for any services it has not performed, or any additional compensation due to an unforeseen or uncontrollable event or occurrence of the type described in this section. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party.

**Insurance:** At all times while performing the Contract Duties, both Client and Migratory Bird Management, LLC shall maintain, at its sole cost and expense, business insurance with, at minimum, basic limit standards for its industry.

**Building Sale:** In the event that the building is sold, it is understood that there is no obligation for Agreement assumption, and that it will be understood that the Agreement will be immediately cancelable by the Owner of Property or Purchaser and shall only require the Owner of Property to provide reasonable notice of his intent. Until such notification is given, Migratory Bird Management, LLC. shall continue to perform all contractual obligations and Owner/Purchaser will be responsible for incurred invoices for service performed up until written notification is received by Migratory Bird Management, LLC. of change in ownership/agent.

Upon termination of this Agreement, Migratory Bird Management, LLC. will provide Purchaser with a detailed accounting of all accrued benefits to the Property. Full and final payment to Migratory Bird Management, LLC. for all labor, work and services performed in connection with the work including a pro rata adjustment of all prepaid work/invoices or incomplete work, will be due within 30 days of termination notice.

Note: This proposal may be withdrawn if not accepted within 15 days.

  
Migratory Bird Management, Inc.  
By: Susan Hagberg  
Its: President

  
Migratory Bird Management, Inc.  
By: Michael Michalski - (414) 336-2382  
Its: Branch Manager



**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
(PRINT NAME & TITLE)