

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

This Agreement, together with the Terms and Conditions Exhibit attached hereto as Exhibit A and incorporated herein by reference (“Agreement”) dated as of March 9, 2022, is by and between the City of Grand Rapids (“Lessor”), acting through the IRA Civic Center, and Great Clips, Inc. (“Lessee” or “Sponsor”)

WHEREAS, the City of Grand Rapids owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards (2) in the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Lessee, that the Lessee shall lease for a period of two (2) years according to the terms set forth herein and upon the following terms and conditions:

1. Lessor shall place signs on the interior walls and/or dasherboards (2) of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards (2) of the IRA Civic Center.
2. Lessee hereby rents from Lessor a 4' x 6' interior wall sign and/or two 32" x 96" dasherboard advertisements for the Lease Term set forth below (“Advertising Signs”);
3. In consideration of Lessee renting the Advertising Signs, Lessee shall pay to Lessor the sum of One Thousand Six Hundred U.S. dollars (\$1,600.00) per year for the years 2022-2023 and 2023-2024 (“Rental Fee”), respectively. Lessee shall pay to Lessor the Rental Fee for the first year in the sum of One Thousand Six Hundred U.S. dollars (\$1,600.00) payable via EFT or check at the commencement of the Lease Term as set forth below.
4. The Lease term for the advertising space shall be as follows: June 1, 2022 to May 31, 2024 (“Lease Term”).
5. Lessee shall have the first right to rent the Advertising Signs for successive years after the Lease Term. Lessor shall invoice Lessee for the Rental Fee and payment in full is due from Lessee by June 1, 2022, and June 1, 2023. The Lessor reserves the right to sell the space of the Advertising Signs if the payment is not received by June 1 of each year during the Lease Term.

6. The Advertising logo and design to be used on the Advertising Signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
7. The expense of setup and art work of the sign shall be borne by the Lessee.
8. This Agreement shall not be changed unless done so in writing by the Lessee.
9. The Lessee's Advertising Signs space cannot be sublet or resold.
10. All signs and materials are the property of the Lessor.
11. All maintenance of the Advertising Signs will be the responsibility of the IRA Civic Center.

BY: _____
Lessee

DATE: _____

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Tom Pagel, City Administrator

IRA Civic Center

BY: _____

DATE: _____

Dated this _____ day of _____, 20____.

Sponsor: Great Clips, Inc.
Sponsor Representative: Pete Engebretson, Marketing Manager
Sponsor's Address: 4400 West 78th St. Suite 700, Minneapolis, MN 55435
Sponsor's Telephone: 952-746-6534
Sponsor's Email: pete.engebretson@greatclips.com

EXHIBIT A

TERMS AND CONDITIONS EXHIBIT TO BE INCORPORATED AS FOLLOWS:

- A. Limitations on Liability.** The maximum liability of Great Clips, Inc. (“Great Clips”) whatsoever arising out of or in connection with the Agreement whether such liability arises from any claim based on breach of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the aggregate of the total fees received from (or due from) Great Clips immediately preceding the event giving rise to such claim. To the extent permitted by law, both parties disclaim liability to the other for all consequential, incidental, punitive and/or special damages of any type or kind however caused, whether by breach of warranty, breach of contract, negligence, or any other legal cause of action and whether or not the party has been advised of the possibility of such damages.
- B. Indemnification.** Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, including its parent, affiliates, franchisees, subsidiaries and respective officers, directors, employees, agents and permitted assigns (the “Indemnified Party”), from and against any and all loss, liability, damage, fine, cost, demand, expense, action, claim, or cause of action (including costs of defense, appeal, settlement and reasonable attorneys’ fees and expenses) of whatever type or nature, including damage or destruction of property, or personal injury (including death) brought or claimed by a third-party against the Indemnified Party (collectively, “Loss”), to the extent arising out of, resulting from or relating to the Indemnifying Party’s acts or performance of services under this Agreement, including (i) any negligent or fraudulent act or omission of the Indemnifying Party, its agents, employees or subcontractors; (ii) any inaccurate representation or warranty by the Indemnifying Party; (iii) the failure of the Indemnifying Party, its agents, employees or subcontractors to comply with any term or condition of this Agreement; (iv) the failure of an Indemnifying Party, its agents, employees or subcontractors to comply with any law which may directly or indirectly regulate or affect the obligations of that party under this Agreement; (v) any claims arising from or with respect to the Indemnifying Party’s agents, employees, or subcontractors; or (vi) any claims that any product, component, part, document or other equipment or service provided by the Indemnifying Party under this Agreement infringes (or may infringe) any patent, copyright, trade secret, trademark or other proprietary right of a third party.
- C. Intellectual Property Rights.** Lessor recognizes the validity of all trademarks, service marks, trade names, logos, and other indicia of Lessee or its respective parents, subsidiaries, or affiliates and all related products and services (collectively, the “Great Clips Marks”), and the ownership thereof by Lessee or its respective parents, subsidiaries, or affiliates, and Lessor shall not place any of the Great Clips Marks on Materials developed or produced by Lessor without Lessee’s prior written approval in each such instance. Any such use of the Great Clips Marks shall be limited to the specific consent granted by Lessee hereunder and shall not be deemed or considered the grant of a license to use such Great Clips Marks in any other manner or for any purpose whatsoever. Lessor shall not claim to own or acquire any right, title, or interest in any of the Great Clips Marks or other forms of intellectual property belonging to Lessee to the benefit of Lessee or its respective parents, subsidiaries, or affiliates. Lessor immediately shall discontinue all use of the Great Clips Marks upon termination of this Agreement and shall not thereafter make any further use thereof. Lessor shall not register or attempt to register the Great Clips Marks or any other trademark that may be confusingly similar to the Great Clips Marks. Lessor shall not dispute or contest the validity, enforceability, or ownership of the Great Clips Marks and shall notify Lessee promptly of any attempt by any unauthorized person to use the Great Clips Marks of which Lessor becomes aware. Subject to the terms of the Agreement, when any materials containing Great Clips Marks is no longer needed, the associated materials will be returned or destroyed, as directed by Lessee.
- D. Insurance.** Both parties agree to maintain, throughout the performance of its obligations under this Agreement, policies of Worker’s Compensation insurance with coverage limits as may be required by the law of the states in which services are to be performed. The parties further agree to maintain, at a minimum, General Liability insurance, providing coverage against contractual liability and liability for bodily injury, death, and property damage in the amount reasonably sufficient to cover a potential claim brought against a party and subject to the above Indemnification provision.
- E. Force Majeure.** Neither party will be responsible for delays in or suspension of performance directly caused by catastrophic natural disaster, pandemics/endemics, war or an act of terrorism beyond the reasonable control of that

party (a “Force Majeure Event”). If such delay exceeds or is reasonably expected to exceed sixty (60) days, either party may terminate the Agreement immediately upon written notice to the other party, in which event all obligations and liabilities of the parties with respect to purchases and sales will be discharged and terminated (subject to any applicable terms of the Agreement). Notwithstanding anything to the contrary in the Agreement, in the event the Agreement or any part thereof cannot be carried out as a result of a Force Majeure Event, the parties agree that a proportional part of any prepaid fee shall be refunded to Great Clips for each week that the Agreement cannot be performed. The parties shall work together to determine the total amount of refund due to Great Clips.

- F. Waiver.** Waiver of any breach by either party or failure of either party to exercise any right under this Agreement on one or more occasions shall not be deemed a waiver of any other breach or right to exercise such right on another occasion.
- G. Assignment.** Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld.
- H. Conflict; Entirety of Agreement.** In the event any provision in the Agreement conflicts with this Exhibit A, the terms of this Exhibit A shall govern. This Agreement supersedes all prior oral or written representations or communications between the parties and, together with any attachments, constitutes the entire understanding of the parties. If any provision is determined to be illegal or unenforceable, it shall be removed, but its invalidity shall not affect the remaining provisions.
- I. Relationship of the Parties.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.
- J. Governing Law and Jurisdiction.** The provisions of this Agreement will be construed and enforced in accordance with, and any dispute arising out of or in connection with this Agreement, including any action in tort, will be governed by the laws of the State of Minnesota, without regard to its principles of conflict of laws.
- K. Notices.** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery, (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (iii) the first business day after sending by confirmed email, provided that e-mail shall not be sufficient for notices of termination or a legal claim (such as indemnification). Notices shall be sent to the parties as herein identified:

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| <p>If to Great Clips, Inc.: Attn: Pete Engebretson, Marketing Manager 4400 West 78th Street, Suite 700 Minneapolis, MN 55435 pete.engebretson@greatclips.com With a copy to LegalNotice@greatclips.com</p> | <p>If to City of Grand Rapids: Attn: Tom Pagel, City Administrator 420 North Pokegama Avenue Grand Rapids, MN 55744 admin@cityofgrandrapidsmn.com</p> |
| <p>If to IRA Civic Center: Attn: 1401 NW 3rd Avenue Grand Rapids, MN 55744 [EMAIL]</p> | |