LIGHTS ON!
A PROGRAM OF MICROGRANTS



**Participation Agreement (the “Agreement”) between Lights On! MN (“Lights On”) and the Law Enforcement Agency named below (“The Agency”), each a “Party” and collectively, the “Parties.”**

With an understanding that a positive alternative solution to certain traffic citations will be beneficial to drivers affected by socioeconomic factors, improve community-police relations, and offer more effective problem-solving, The Agency agrees to participate in the Lights On! USA Program (the “Program”), and Lights On agrees to The Agency’s participation under the terms of this Agreement. This Agreement is entered into this 8th day of June, 2026, by and between Lights On!  3817 Pleasant Ave. S., Minneapolis, Minnesota, 55409, and (your Agency, Department or Office name: New Prague Police Department, The Agency Address: 118 Central Ave N., New Prague, MN 56071.

1. **I. General terms**
2. Lights On is a program that provides bulb repair vouchers that public safety agencies and their staff/officers may issue and distribute to people in a targeted area who have been stopped or identified as operating a motor vehicle with one or more equipment violations, in lieu of traffic tickets.
3. The Program aims to replace certain citations for defective equipment with vouchers for free auto bulb repair at participating auto repair shops.
4. As part of the Lights On Program, in accordance with guidelines developed by The Agency, staff/officers, at their discretion, will issue or distribute repair vouchers to persons stopped or identified as operating a motor vehicle with one or more equipment violations within their jurisdiction, in lieu of a citation.
5. Term: This Agreement shall be in effect on the date of the last signature below, after both Parties have signed, until June 30th, 2027 (the “Term”) or until either Party withdraws its participation in writing. Lights On shall have no obligation to The Agency, except for confidentiality, unless and until sponsorship funds are received.
6. This Agreement may be renewed annually by mutual written agreement of the Parties.

**II. Agreed-upon Responsibilities of Lights On.**

The Parties agree that the responsibilities of Lights On under this Agreement are as follows:

1. In conjunction with The Agency, will determine the estimated annual volume of equipment violation repairs needed based on reported equipment violations.
2. Shall provide The Agency with bulb repair vouchers, each valued at no more than $250.00, to distribute in lieu of citations for defective equipment in their jurisdiction.
3. Use funding from the MN Department of Public Safety Office of Traffic Safety, a sponsorship account that covers 100% of the projected repair costs, up to a cap of $250.00 per voucher.
4. Shall contract with and reimburse participating auto repair centers located near the jurisdiction of The Agency for repair work and equipment, in accordance with the voucher system from The Agency's sponsorship account. Selection of auto repair centers shall be in the sole discretion of Lights On.
5. Provide marketing materials. On-site assistance may be available upon request from The Agency for an additional fee.
6. Shall establish and maintain a restricted account for sponsorship funds provided by The Agency and/or its sponsors.
7. Report to The Agency quarterly the number of redeemed vouchers and the balance of sponsorship funding.

**VII. Agreed-upon Responsibilities of The Agency:**

The Parties agree that the responsibilities of The Agency under this Agreement are as follows:

1. Issue or distribute repair vouchers to non-commercial drivers within their jurisdiction in lieu of defective equipment citations. The Agency shall not issue a defective equipment citation and a repair voucher.
2. Provide vouchers to people in need of lighting repairs within their jurisdiction at drop-in centers, community events, and traffic stops.
3. Encourage compliance with traffic laws to build trust, strengthen the community, and promote public safety.
4. Shall attach to this Agreement its equipment violation traffic stop data (CAD reports or other available reports) and/or voucher distribution data for the preceding 12 months from the date of this Agreement. Data will be used only to determine the number of vouchers Lights On will provide for the Agency.
5. Provide Lights On, a monthly report on the vouchers issued by the 15th day of each month for the prior month.
6. Agency is responsible to pay $500 admin fee.

7. Will not knowingly issue a voucher to a person within 90 days of the issuance of a prior voucher to the same person.
8. The Agency is encouraged to submit to Lights On a list of auto repair centers that, in The Agency's view, may be appropriate locations for the repairs.
9. Shall have staff complete all required fields on the voucher, including license plate, issuing officer, location of stop, and date the voucher was issued. Please note that vouchers are valid for 14 days from issuance.

**10. IV. Privacy and Terms of Use**

The Agency will not provide any personal information about those who were issued vouchers to Lights On, but will provide the information required to complete the voucher, including license plate numbers, badge/employee numbers of the issuing officer/person, dates of issuance, location of the stop or issuance, and the reason for the stop.

The Agency agrees to use the vouchers only as expressly authorized by Lights On and only for traffic and community work.

The Agency is not responsible for paying for the defect repair. Lights On will contract with and pay local auto repair shops for work authorized by the voucher.

**Confidentiality. Unless otherwise required by law, the Parties shall not disclose the terms of this Agreement or any information designated as confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential.**

The Agency shall not issue a citation for the same matter for which it issued a voucher.



## V. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The liability of Lights On to The Agency is limited to the amount of sponsorship funding received by Lights On from The Agency.

## VI. Notice

Any notice or communication required or permitted under this Agreement shall be deemed sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, with a copy by email to Lights On at the following email address: LOP@microgrants.net, or to such address as one may have furnished to the other in writing.

Either Party may suspend or terminate this Agreement by giving the other Party 30 days' advance written notice.

The portion of any funds designated for administrative expenses is not refundable by Lights On to The Agency.

### VIII. Press Release for The Agency

The Parties may agree to a joint press release, subject to mutual approval. Neither Party may use the other Party's name, logo, or likeness in any advertising or press release without the prior written approval of the other Party.

### IX. Dispute Resolution.

In the event of a dispute, the Parties shall confer in good faith to resolve it. If the Parties cannot resolve the dispute through good faith discussion, either Party may, after such discussion, file the matter for arbitration with the American Arbitration Association in Minneapolis, Minnesota, to be decided by a neutral arbitrator chosen through the process designated by the American Arbitration Association. Each Party will be responsible for its own costs, and either Party may appear remotely. The arbitrator's decision shall be final.

### X. Governing Law.

This Agreement shall be governed by the laws of the State of Minnesota, without application of, or regard to, its conflicts of law provisions.

### XI. Warranties.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LIGHTS ON HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### XII. No Third-Party beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

### XIII. Personnel Responsibility.

Each Party is solely responsible and liable for the acts and omissions of its own representatives, employees, agents, and subcontractors. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the Parties or with the other Party's personnel.

### XIV. Intellectual Property.

Lights On retains all right, title, and interest in and to the Program, including all associated names, logos, marketing materials, and the voucher system design. The Agency is granted a limited, non-exclusive, non-transferable license to use Lights On's intellectual property solely during the Term to promote and operate the Program as specified herein.

**XV. Indemnification by The Agency**. The Agency shall defend, indemnify, and hold harmless Lights On, its affiliates, officers, agents, volunteers, sponsors, board members, and employees from and against any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to (a) The Agency's breach of this Agreement; (b) the acts or omissions of The Agency's officers, employees, or personnel; or (c) any claims by third parties arising from or related to the manner in which The Agency performs traffic stops or issues the vouchers. The limitation of liability in the above shall not apply to The Agency's indemnification obligations.

**XVI. XV: Force Majeure**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond that Party's reasonable control, including, without limitation, acts of God, war, terrorism, civil unrest, labor disputes, pandemic, national emergency, government directive, utility failure, or shortage of essential materials. The affected Party shall notify the other Party promptly and use commercially reasonable efforts to resume performance.

**XVII. Audit Right**

The Agency shall retain records related to voucher issuance for the Term and one (1) year thereafter. Upon Lights On's written request and with at least fifteen (15) days' notice, The Agency shall provide Lights On access to such records solely to verify compliance with the voucher distribution and re-issuance limitations outlined in this Agreement.

**XVIII. XVI: Assignment.**

The Agency shall not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Lights On. Lights On may assign or delegate its rights and obligations under this Agreement without the consent of The Agency.

**XIX. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

**By signing below, the Parties agree to be bound by this Agreement.**

## Lights On! MN

**Name: Clarence D. Castile**

**Signature:**______________________________

**Title: Excecutive Director**

**Date:** ______________________________

## The Agency

**Agency Name:** ______________________________

**Name:** ______________________________

**Signature:** ______________________________

**Title:**______________________________

**Date:**______________________________

**Address:** ______________________________

**Agency contact email:** ______________________________