



www.whitewater-wi.gov  
Telephone: 262-473-0144

Office of Neighborhood Services  
312 W. Whitewater St.  
Whitewater, WI 53190

## Whitewater Artful Transformation 2025 Traffic Box Public Art Project

This Agreement (“Agreement”) is entered into by and between the **City of Whitewater** (“City”) and the indemnitor named below (“indemnitor”).

### 1. Contact Information

**Indemnitor Name/Organization:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### 2. Scope of Agreement

- The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee, including its agents, employees, officers, and representatives, from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney’s fees) arising out of or in connection with the public art project known as Artful Transformation. Artful Transformation allows artist to paint traffic boxes located in the City of Whitewater
- **Date of Use:** \_\_\_\_\_
- **Time of Use:** \_\_\_\_\_
- **Location of Traffic Box:** \_\_\_\_\_

### 4. Damage to Property

The Indemnitor is responsible for any damages caused to the equipment or property during the period outlined in the scope of use and agrees to reimburse the City for repair or replacement costs. In the event the Indemnitor damages any City property, the City will invoice the Indemnitor for the cost of repairs. The Indemnitor shall then make payment to the City within 30 days of the City sending the invoice.

### 5. Compliance with Rules

The Indemnitor shall comply with all City rules and policies, including but not limited to:

- No smoking or illegal activities on the premises.
- No use of open flames or hazardous materials.



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- Clean-up of the space after use.

In the event the Indemnitor violates any rules or policies, the City may terminate this Agreement immediately and may refuse to rent to the Indemnitor in the future. The City will invoice the Indemnitor or any costs incurred by the City resulting from the Indemnitor's violation of any rules and policies, and Indemnitor shall pay the invoice amount within 30 days of the City sending the invoice.

## 7. Indemnification

The Indemnitor shall indemnify and hold harmless the City, its owners, and employees from any and all claims, liabilities, damages, or expenses arising from the Indemnitor's use of the traffic box or city related property.

## 8. Governing Law

This Agreement is governed by the laws of the State of Wisconsin.

## 9. Acceptance of Terms

By signing below, the Indemnitor acknowledges that they have read, understood, and agreed to the terms of this Agreement.

**Indemnitor Signature:** \_\_\_\_\_

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

**City Representative:** \_\_\_\_\_

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