

Agreement Related to Art Installation

This Agreement Related to Art Installation ("Agreement") is entered into and effective on the last signature date below ("Effective Date") by and between Adam M. Briska (hereinafter referred to as "Artist") and Madison Gas and Electric Company (hereinafter referred to as "MGE"). Artist and MGE shall herein be referred to individually as "Party" and together as "Parties."

1. **Art Installation.** Artist may install the art installation ("Installation") described in the Yahara River Parkway Invasive Art Proposal ("Proposal") attached hereto and incorporated herein as Exhibit A, using the MGE site described in the Proposal (the "Site").
2. **Term and Termination.** This Agreement shall have a term of one year from the Effective Date. This Agreement shall renew only upon written agreement of the Parties hereto. MGE may terminate this Agreement at any time for MGE's convenience.
3. **Items at the Site.** Artist shall ensure that no tools or other equipment are left at the site other than the raw materials that will comprise the Installation. The Installation may remain on the site after the term of this Agreement. MGE is not responsible for any damage to the Installation or to the equipment or other property of Artist or volunteers performing work related to the Installation.
4. **No Digging.** Artist shall ensure that no digging or excavation takes place in the course of the assembly or maintenance of the Installation.
5. **Release.** Artist acknowledges that he is responsible for his own safety and the safety of any volunteers working to assemble or maintain the Installation. Artist, for himself and his heirs, assigns, and/or personal representative(s), hereby releases MGE, its agents, officers, directors, and employees from liability for any claims, demands, and causes of action including but not limited to any claims, demands, and causes of action arising from MGE's own negligence that he has now or may have in the future related to the Installation.
6. **Indemnification.** Artist shall indemnify, hold harmless, and defend MGE, its agents, officers, directors, and employees from any and all claims, demands, causes of actions, losses, damages, expenses, costs, and attorneys' fees (collectively, "Losses") including but not limited to any Losses arising from MGE's own negligence which are in any way related to the Installation.
7. **Weapons.** Regardless of whether Artist or any volunteer of the Artist possesses a concealed weapon permit or is allowed by law to possess a weapon, Artist and Artist's volunteers are prohibited from carrying weapons on any MGE property. For purposes of this provision, weapon is as defined in Wisconsin Act 35. If Artist or Artist's volunteers violate this provision as determined solely by MGE, this Agreement may be terminated immediately.

8. **Permits, Surveys, and Compliance With Laws.** Artist shall obtain and pay for all permits, surveys, and licenses necessary for the Installation. Artist shall give all notices; pay all fees; and comply with all federal, state, and local laws, statutes, ordinances, rules, codes, standards, orders, interpretations, and regulations applicable to the Installation including, without limitation, any federal, state, or local law, regulation, rule, or ordinance relating to public health, safety, or the protection of the environment.
9. **Governing Law/Entire Agreement.** This Agreement shall be governed by the laws of the State of Wisconsin without regard to choice of law provisions. This Agreement constitutes the entire agreement of MGE and Artist relative to the Installation and supersedes any prior or contemporaneous oral or written agreements or understandings relative to the Installation. This Agreement shall be modified only by the expressed written agreement of an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

ADAM M. BRISKA

10 April, 2018

Date

By: 

Name: Adam M. Briska

Title: _____

MADISON GAS AND ELECTRIC COMPANY

20 April 2018

Date

By: 

Name: Magra Medrano

Title: Business Community Service Mgr