

## **Wireless Service Agreement and Tower Lease**

This Wireless Services Agreement and Tower Lease Agreement (Agreement) is between the Village of Cottage Grove (Village), a Wisconsin municipal corporation, and UpNet WI, LLC (UpNet), a Limited Liability Company organized under the laws of the State of Wisconsin, and shall have an effective date of \_\_\_\_\_, 2020.

Subject to the terms and conditions set forth herein, UpNet agrees to provide, maintain, and operate, at no cost to the Village, a 50 mbps upload and download internet connection for the Village Hall (221 E. Cottage Grove Road, Cottage Grove, Wisconsin) and the Village Municipal Services Building (210 Progress Drive, Cottage Grove, Wisconsin).

In exchange, the Village will provide space for UpNet's existing radios on the Gaston Circle water tower.

In consideration of the terms and conditions set forth herein, the parties agree as follows:

### 1. UpNet Obligations

- a. UpNet will provide the following at no charge to the Village during the term of this contract a minimum 50 mbps download and 50 mbps upload speed internet connection to the Village Hall and Village Municipal Services Building.
- b. UpNet shall be responsible for repairing any damage to Village property resulting from any services or activities performed relating to installation, maintenance, or removal of equipment, or for any other activities UpNet performs under this Agreement that result in damage to Village property.
- c. UpNet shall be liable for any bodily injury resulting from the installation, maintenance, or removal of any equipment, or for any other activities UpNet performs under this Agreement.

### 2. Village Obligations

- a. Village will provide tower space for UpNet's existing radio(s) on the Gaston Circle water tower. UpNet shall be allowed to use space on the water tower currently in use by UpNet. Any additional space shall require a written amendment to this agreement. No written amendment shall be required for removal and replacement of radios so long as replacement radios use the same or less total space on the water tower currently in use by UpNet on the effective date of this agreement.

- b. Village shall provide UpNet, its agents, employees, or other representatives access to Village property to inspect, repair, replace, or maintain UpNet's equipment. UpNet must provide notice to the Village's Director of Public Works at least 24 hours prior to entering or accessing Village property.
- c. In the event of an emergency, UpNet shall be allowed access to Village property without 24 hours prior notice, however, UpNet shall provide notice to the Public Works Director or his designee within 24 hours of accessing Village property.

### 3. Term

- a. The term of this Agreement shall be two (2) years, commencing on \_\_\_\_\_, 2020, and expiring on \_\_\_\_\_, 2022.
- b. This Agreement shall automatically renew for two (2) years unless either party provides the other party written notice at least sixty (60) days prior to the expiration date of the Agreement of intent to let the Agreement expire or to renegotiate the Agreement.
- c. In the event the Agreement expires, UpNet shall remove all of its equipment from Village property, and shall return the Village property to its original condition, subject to the approval of the Village Public Works Director.

### 4. Insurance

- a. UpNet shall carry during the Term of this Agreement, and any subsequent term, the following insurance with customary coverages and exclusions:
  - i. Bodily Injury. Five Hundred Thousand Dollars (\$500,000) for injury to any person, and One Million Dollars (\$1,000,000) for all injuries sustained by more than one person in any one occurrence.
  - ii. Property Damage. One Million Dollars (\$1,000,000) per damage as the result of any one accident.
- b. UpNet shall increase the amount of insurance coverage during the term of this Agreement to reflect economic conditions and to comply with industry standards for maintaining adequate coverage. UpNet shall, upon the Village's request, furnish to the Village Certificates of Insurance certifying that UpNet has the above described insurance and the Village is named as an additional insured.

5. Miscellaneous Terms

- a. This Agreement shall be governed and construed by the laws of the State of Wisconsin.
- b. In the event that any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
- c. The parties acknowledge and hereby state that they have not created and do not intend to create by this Agreement a joint venture of partnership relationship between them.
- d. This Agreement may not be assigned, changed, or amended except by a written document agreed to and executed by both parties.
- e. Both parties have had the opportunity to review the Agreement and agree this instrument sets forth their understandings of the terms and conditions.

6. Notice

- a. Any notice to the parties shall be delivered to:

Village: Lisa Kalata  
 Village of Cottage Grove Clerk  
 221 E Cottage Grove Road  
 Cottage Grove, WI 53527

UpNet WI, LLC:

The parties have read, understand, have the authority to enter into, and agree to be bound by the terms of this Agreement.

UPNET WI LLC

\_\_\_\_\_ By: \_\_\_\_\_  
 Date

VILLAGE OF COTTAGE GROVE

\_\_\_\_\_ By: \_\_\_\_\_  
Date Village President John Williams

\_\_\_\_\_ Attest: \_\_\_\_\_  
Date Village Clerk Lisa Kalata