

NORTH VILLAGE ARTS DISTRICT SIGNAGE AGREEMENT

This North Village Arts District Signage Agreement (“Agreement”) is made as of the date of the last signatory below between Berry Building, LLC (“Owner”) and the City of Columbia, Missouri (“City”).

WHEREAS, City has designated the area generally bounded on the north by Rogers Street, on the east by Waugh Street, on the south by East Broadway, and on the west by Tenth Street as the central core of the North Village Arts District in recognition of the organic growth and development of a cultural sub-district within downtown Columbia; and

WHEREAS, Owner desires to install and maintain signage which identifies the North Village Arts District as a vibrant cultural sub-district within downtown Columbia.

NOW THEREFORE, in consideration of the foregoing and mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Owner agree as follows:

1. **Installation and Maintenance.** Owner agrees to install and maintain a wall sign at 1025 E. Walnut Street identifying the central core of the North Village Arts District as a sub-district of downtown Columbia in substantially the same form as shown on **Exhibit A** attached hereto and incorporated herein by reference.

2. **Term.** The term of this Agreement shall be for five (5) years from the date hereof and shall automatically renew for additional one (1) year terms unless terminated as provided herein.

3. **Notice and Termination.** If at any time Owner fails to maintain the sign in good condition, City may provide notice to Owner of failure to maintain such sign. Owner shall have thirty (30) days to improve, repair or replace the signage. If Owner fails to improve, repair or replace the sign to good condition within thirty (30) days, City may terminate this Agreement and such signage shall be immediately removed by Owner. Following the initial five (5) year term, either party may terminate this Agreement by providing not less than ninety (90) days written notice of such termination. In such event, the Owner shall, at Owner’s cost and expense, remove the signage.

4. **Assignment by Owner.** Owner may transfer or assign its rights or obligations under this Agreement to the North Village Arts District, a not-for-profit corporation, or any subsequent purchaser of the building located at 1025 E. Walnut Street on which the signage is located. Owner shall provide City with notice of such assignment and contact information for the assignee. Owner shall not assign its rights or obligations under this Agreement to any other party without the express written consent of City.

5. **Damages and Indemnity.** Owner shall indemnify City and its agents and employees from any and all claims, demands, actions, or causes of action of any nature or character arising out of, or by reason of the construction or maintenance of the signage and shall defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising as a result of the Owner's construction or maintenance of the signage. In no event shall City be liable for any damage to or destruction of the signage. Nothing contained herein shall be deemed a waiver of any governmental defenses or immunities available to City.

6. **Notices.** Any notice which may be required to be given under this Agreement shall be delivered in person, sent by email with a copy by regular mail, or sent by certified mail and shall be addressed to the address set forth below the signature line below or at such other address as the party may designate by written notice.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below, the last of which shall be deemed the date of this Agreement.

“OWNER”
BERRY BUILDING, LLC

By: John E. Ott

Dated: _____

Berry Building, LLC
ATTN: John Ott, Registered Agent
212 Bingham
Columbia, MO 65201

“CITY”
CITY OF COLUMBIA, MISSOURI

By: Mike Matthes, City Manager

Dated: _____

City of Columbia, Missouri
ATTN: City Manager
701 E Broadway
Columbia, MO 65201

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AT TO FORM:

By: _____
Nancy Thompson, City Counselor

