

AGREEMENT

This Agreement is hereby entered into by and between the City of Belmond, and the Belmond-Klemme Community School District.

**WHEREAS**, the City of Belmond (hereinafter “City”) wishes to have access to electricity for its Welcome sign on Highway 69 at the North end of the city; and

**WHEREAS**, the Belmond-Klemme Community School District (hereinafter “School”) owns property on Highway 69 at the North end of the city that has access to electricity;

**NOW THEREFORE**, it is mutually agreed that:

1. The City shall be allowed to connect to the School’s electrical access for the purpose of lighting the City’s Welcome sign on Highway 69 at the North end of the city.
2. The costs of connection, maintenance and repair of the connection to the School’s electrical access shall be the financial responsibility of the City.
3. The City shall pay the School the annual sum of Fifty Dollars (\$50.00) in payment for its use of the School’s electricity to light the Welcome sign, to be paid on or before the   31st   day of   July   of each year.
4. The School shall allow the City access to the electrical connection for any necessary maintenance or repair of said connection.
5. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. At the expiration or termination of this Agreement, the City shall disconnect from the School’s electrical connection, if the School requests such disconnection.
6. This Agreement does not create a separate legal entity. Each party shall be the Administrators for the purpose of implementing and administering this Agreement.
7. Each party shall use its best efforts to carry out the intent of this Agreement. If any party defaults or fails to perform this Agreement in any respect, the other party may elect any remedies permitted by law, including termination of the Agreement. A party’s failure to assert any right shall not be a waiver of such right. The venue for any action for the interpretation, enforcement, or collection of damages regarding this Agreement shall be in the Iowa District Court for Wright County, and the Court may award reasonable attorney fees to the prevailing party.
8. Any changes to this Agreement shall be in writing, which shall be signed by all parties.
9. This Agreement shall benefit and be binding on the parties and their legal representatives, assigns, and successors.
10. This Agreement shall not be assigned by any party without written permission of the other party.

This Agreement is entered into by the City of Belmond on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Administrator

This Agreement is entered into by the Belmond-Klemme Community School District on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
Board President

Attest \_\_\_\_\_  
Secretary of the Board