

MEMORANDUM OF UNDERSTANDING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
INSTANT SIGNS

This Memorandum of Understanding is entered into the 25th day of Nov, 2024, between the Lexington-Fayette Urban County Government ("LFUCG") and Instant Signs ("Instant").

Whereas, Lexington is celebrating its 250th anniversary.

Whereas, As part of the celebration, Instant will be installing and removing 250 LEX signs on three LFUCG Welcome Signs.

1. The parties agree as follows: Bluegrass Community Foundation ("BGCF") shall pay Instant a total amount not to exceed \$40,922.16 for installation of the 250 LEX signs. BGCF shall pay Instant an initial \$20,461.08 deposit. Upon completion of installation, BGCF shall pay Instant the remaining balance of \$20,461.08. Upon removal of the 250 LEX signs to LFUCG's satisfaction, BCGF will pay Instant an amount not to exceed \$3,240.00.
2. Instant will install 250 LEX signs on the three Welcome Signs. Prior to installation LFUCG will approve and sign off to all installation activities including:
 - A. Anchor Type, Quantity, Location, and Installation Method, including the recommendations of McAlister Stone;
 - B. Anchor Removal and Hole Repair and Fill Method;
 - C. Tree Protection: If tree protection is needed, LFUCG will install it prior to the 250 LEX signs installation by Instant. Instant will initiate a meeting with the Division of Environmental Services at least two weeks prior to the anticipated installation date in order to allow the division time to install any needed tree protection.
3. Instant agrees to protect the following during 250 LEX Sign installation and sign removal:
 - A. The Welcome Signs;
 - B. Surrounding landscaping and trees;
 - C. The electric feed or solar panels and any lighting tied to the meter/solar panels.
4. If there is damage to the Welcome Signs or their associated landscaping, trees, electric feed and or lighting, Instant will be responsible for any and all repairs or

replacements to return the signs to their condition prior to installation of the 250 LEX signage. If any damage is not cured by Instant within 30 days, LFUCG will cure the damage and bill Instant for the costs. Instant shall remove the 250 LEX signage and return the Welcome Signs to their original condition, and to LFUCG's satisfaction, on or before February 15, 2026.

5. This agreement shall terminate once the 250 LEX signs have been removed and the Welcome Signs have been restored to LFUCG's satisfaction, or by either party with 30 days written notice. If terminated by either party before expiration of this agreement, Instant shall return the Welcome Signs to the condition they were in prior to any work by Instant.
6. Instant shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year. The policy shall not be permitted to lapse, be cancelled or modified without 30 days written notice to LFUCG. Instant shall be responsible for all property damage and personal injury caused by its employees while working on the Welcome Signs.
7. No third party shall be a beneficiary of this agreement. This agreement shall not be assigned by either party without written consent of the other party.
8. Choice of law for this agreement shall be the Commonwealth of Kentucky. Jurisdiction shall be a court of competent jurisdiction in Fayette County Kentucky.
9. This agreement shall not be amended unless the amendment is in writing and signed by both parties.
10. If any part of this agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be enforced as if the agreement does not contain the particular part held to be invalid, if the remainder of the agreement is capable of performance.
11. Instant shall indemnify and hold harmless LFUCG and its agents, representatives, officers, directors, employees, insurers, from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered by it or any of them, that results from or arises out of the agreement, or any and all acts of Instant or its employees or Instant's failure to comply with any applicable state or federal law.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
BY: LINDA GORTON, MAYOR

DATE *12/16/2024*

INSTANT SIGNS

Michael E. Schaub
BY: *Michael E. Schaub - Owner*

DATE *11/25/24*