

**From:** James Monge <JMonge@ck-law.com>  
**Sent:** Tuesday, February 2, 2021 6:28 PM  
**To:** 'cityclerk@stacymn.org'  
**Cc:** 'John Wicklander'  
**Subject:** RE: Stacy Sports Grill digital iBoard Lease

This Agreement contains some terms that are not favorable to the City.

- If the City breaches the Agreement, then damages are whatever may be available to MediaUSA, including their revenue for two years.
- If it becomes necessary for MediaUSA to enforce the terms of the Agreement, the City agrees to pay all MediaUSA's court costs, attorneys' fees, and expenses. There is no similar provision for if the City needs to enforce the Agreement.
- If the City cancels the Agreement and then goes with another advertising company, the Agreement gives MediaUSA a right of first refusal prior to the City entering into any Agreement with another vendor. If MediaUSA does not exercise its right of first refusal the successor must pay a buyout fee of three times potential gross annual revenues.
- The Agreement requires the City to defend, indemnify and hold harmless MediaUSA from all claims, including attorneys' fees and court costs arising out of the content, publication, or distribution of the advertising including claims for defamation, copyright or trademark infringement, privacy right violation, or any other violations of federal, state, or local laws.
- The Agreement venues any litigation in Meeker County. We always insist on venue in Chisago County.

**James J. Mongé III**

Attorney

**CAMPBELL KNUTSON, P.A.**

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**CAMPBELL KNUTSON**  
PROFESSIONAL ASSOCIATION

**From:** cityclerk@stacymn.org <cityclerk@stacymn.org>  
**Sent:** Tuesday, February 2, 2021 12:00 PM  
**To:** James Monge <JMonge@ck-law.com>  
**Cc:** John Wicklander <stacysportsgrill@stacymn.org>  
**Subject:** FW: Stacy Sports Grill digital iBoard Lease

Hi,  
Please review the attached.  
Thanks  
Sharon

**From:** John Wicklander <stacysportsgrill@stacymn.org>  
**Sent:** Thursday, January 28, 2021 3:30 PM  
**To:** Mark Utecht <mayor@stacymn.org>  
**Cc:** Sharon Payne <cityclerk@stacymn.org>; Stacy Wine & Spirits <stacywinespirits@stacymn.org>; Michelle Hayes <michellehayes@stacymn.org>; Jennie Carlson <jenniecarlson@stacymn.org>  
**Subject:** Fwd: Stacy Sports Grill digital iBoard Lease

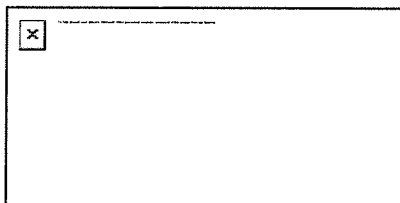
Can we get this to the council to examine and decide if we want to move forward? this is a 2 year contract for video adverts

----- Forwarded message -----

**From:** joshua lease <joshua.lease1@gmail.com>  
**Date:** Thu, Jan 28, 2021 at 12:25 PM  
**Subject:** Stacy Sports Grill digital iBoard Lease  
**To:** <stacysportsgrill@stacymn.org>, joshua lease <joshua.lease1@gmail.com>

Hi John,  
It was nice to chat with you again today. I have attached the lease agreement for the digital iBoard. If there are any questions, please let me know. Otherwise, I will look forward to receiving back in a couple weeks.

Cheers!  
Joshua



--  
John Wicklander  
General Manager  
Stacy Sports Grill  
6007 Stacy Trail



Program:

- Placemats
- Menus
- BL Wallboard
- Specialty Wallboard
- Standard Wallboard
- Digital Display
- Pint Glasses
- Folder

Location: \_\_\_\_\_

**MediaUSA Lease Agreement**

This Agreement by and between MediaUSA of Litchfield, Minnesota, and Stacy Sports Grill - City of Stacy, MN

hereafter called Lessor, describes the terms and conditions concerning the operation of the Advertising Program designed exclusively for **digital iBoard for Stacy Sports Grill**

**Premise:**

Lessor as owner and/or agent of the owner of the following address: 6007 Stacy Trail does hereby lease and grant exclusively to MediaUSA that portion of the premise, specifically that area on all tabletops, counters and/or wall space to display advertising placemats, advertising wallboards or menu's and/or real estate advertising folders with sufficient access to allow MediaUSA to service and maintain said advertising products supplied.

**Product:**

MediaUSA will provide high quality advertising products for the exclusive use of Lessor and their customers. As such, Lessor agrees to use said advertising program for the benefit of the participating advertisers throughout term of Agreement. Should Lessor discontinue use for any reason Lessor will reimburse to MediaUSA all revenue paid by Advertisers on program and MediaUSA will issue credit to advertisers. All materials placed upon said premises by MediaUSA shall always remain the personal property of MediaUSA, and may be removed by MediaUSA at any time prior to, or within a reasonable time after the termination of the Lease or the expiration of the term hereof or any extension thereof.

**Term:**

This Agreement shall be effective as of 2 - 15 - 2021 with term of 2 full annual sales cycles, commencing from the date of installation of product each year with the right of MediaUSA to extend this Agreement from term to term thereafter, with first option of renewal. Following the original term of the Lease, the term hereof shall be extended for additional like terms, unless MediaUSA shall give Lessor or Lessor give Lessee, written notice of cancellation at least ninety (90) days prior to the end of each term, Should Lessor discontinue use of product for any reason, or breach any covenant of this agreement, including but not limited to rebooting the digital display system as necessary, both parties agree that MediaUSA would suffer irreparable harm for which it would have no adequate remedy at law and would, therefore, be entitled to injunctive relief against any such breach or a threatened breach as well as whatever other remedies may be available to it, including but not limited to loss of revenue based on two times annual revenues of this program. (If program is not installed - based on two times company avg. of similar program). In the event it becomes necessary to enforce the terms and conditions of this agreement or to bring suit for damages resulting from breach of this agreement by establishment, establishment agrees to pay all court costs, reasonable attorneys fees and expenses. An annual lease fee in the amount of \$0 will be paid to Lessor upon installation of product. Lessee reserves the right to cancel contract at any time if due to non participation by advertisers.

**MediaUSA will provide the equipment, hardware, installation, management of info at no cost**

In the event the Lessor exercises right of cancellation and then attempts to lease the same locations for advertising purposes to any other individual, corporation, business or any other legal entity for the purpose of installing similar advertising, MediaUSA shall have the option of first refusal prior to any new Agreement or lease being executed. Prior to entering into any lease agreement subsequent to this lease with any advertising company, the Lessor is obligated to provide to MediaUSA the terms of any written offer made by any competing advertising company regarding the lease of the property that is subject to this Agreement. MediaUSA will then have the option to meet any competitors offer and enter into a new lease agreement. Should MediaUSA waive first option and not enter into a new lease agreement, successor of Lease/License Agreement or its assigns concerning advertising space must pay MediaUSA three times potential gross annual revenues, based on existing number of advertising space being sold by MediaUSA. Lessor shall then be paid a fee amounting to 20% of said buyout from competing company.

Lessor agrees to defend, indemnify and hold harmless MediaUSA, its officers, directors, employees, agents and successors from and against any and all claims, suits, expenses, costs, losses and liabilities, including reasonable attorneys' fees and court costs consequently, directly or indirectly arising out of the content, publication or distribution of the advertising, design or graphics used herein, including without limitations, claims or suits for defamation, copyright or trademark infringement, privacy right violations, or any other violations of federal, state or local laws.

**Other Terms:**

Governing Law and Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to applicable conflict of law principles. Lessor agrees that the place of this agreement, its status, or forum, shall at all times be the County of Meeker, State of Minnesota. Further, Lessor voluntarily submits to the jurisdiction of, and consents to the venue of any dispute arising out of this agreement, whether sounding in contract or tort, in the District Court for the Eighth Judicial District, State of Minnesota, County of Meeker, to include the Conciliation Court Division of said Court.

**Exclusivity Provisions:**

Lessor will grant to MediaUSA the exclusive right to provide advertising products as described under paragraph two for the period represented in the Terms section of this agreement.

**Entire Agreement**

It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulations, representations of agreements not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, heirs, successors, and assigns of the parties hereto. All items in the Agreement subject to Minnesota law.

By their signatures below, both parties acknowledge and agree to the terms of the Agreement as stated above, upon this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Lessor: Stacy Sports Grill

Accepted by: Joshua Lease  
Account Representative

By: \_\_\_\_\_ Its: \_\_\_\_\_

Printed Name: John Wicklander

Approved by: \_\_\_\_\_

Address: 6007 Stacy Trail  
Stacy, MN 55079

MediaUSA  
stacsportsgrill@stacymn.org

Phone: 651.462.4876 Fax: \_\_\_\_\_

Placemat Qty: \_\_\_\_\_ Color: \_\_\_\_\_ Menu Style: \_\_\_\_\_ Menu Qty: \_\_\_\_\_ Color: \_\_\_\_\_ Wallboard: \_\_\_\_\_