

# DECORATIVE LIGHTING AGREEMENT

By this agreement made and entered into on \_\_\_\_\_, between:

Wake Forest Downtown, Incorporated, hereafter referred to as WFD, Inc.  
and the Property Owner:

\_\_\_\_\_,  
hereafter referred to as Recipient,

for purposes of encouraging and subsidizing Recipient's installation of Decorative Lighting  
at the following location, herein referred to as "The Premises":

\_\_\_\_\_,  
in the town of Wake Forest, county of Wake, state of North Carolina.

The Parties hereby covenant and agree as follows:

**1. Goals/Intent of Decorative Lighting Program:** Downtown Wake Forest will benefit from an attractive, tasteful, and coordinated Decorative Lighting System that outlines the roof edges or cornices of building facades visible from public streets. The enhanced nighttime appearance of Downtown buildings, unified by a consistent lighting system, will elicit a positive response from visitors, customers and patrons. An improved image for Downtown will result in more visits, longer stays, and increased revenue for downtown businesses. The Decorative Lighting System will be utilized year-round for special and/or festive occasions such as Christmas Season, New Year's Eve, Friday Art After Hours and Independence Day.

**2. Commitment to participate and Term of participation:**

For subsidy value received (see below), Recipient (current and/or assigns) agrees to participate in the Decorative Lighting Program for a minimum term of: **five (5) years** from the date of this Agreement. If Recipient is acting as a Landlord and is not the occupant nor operator of the business on the Premises, Recipient agrees to require participation by said occupant/operator (the "Tenant") as an amendment to Tenant's lease.

**3. Lighting Equipment: General Description:** The lighting equipment consists of UL-listed, commercial-grade, weather-resistant light strings (black color) with replaceable warm white LED lamps ("bulbs"). Individual LED lamps consume no more than 0.5 watts per lamp. Light strings are made from 16 gauge wire. The strings use standard 110 Volt AC power and require no additional transformers or special controls. Lamp sockets are spaced at approximately 15 inches on center along the string and are easily fastened to the building roof edge (parapet, cornice, eave, fascia or rake) using screw eyes and wire ties.

**4. Shared expenses: 50 / 50 split:** Using "Façade Improvement Grant" funds from the Town of Wake Forest, WFD, Inc. shall provide 50% of the total cost of the Decorative Lighting System, including installation expenses. WFD, Inc.'s initial participation will be in the form of furnishing the lighting equipment (see "Bulk purchase" below). Recipient shall provide the remaining 50% of the total cost, including installation expenses. Recipient's initial participation will be in the form of a "Good Faith" down payment and paying for installation costs. If the cost of the lighting equipment exceeds the cost of installation, Recipient will reimburse 50% of the difference in costs to WFD, Inc. If the cost of the installation exceeds the cost of the lighting equipment, then WFD, Inc. will reimburse 50% of the difference in costs to Recipient.

**5. Bulk purchase:** WFD, Inc. shall coordinate the estimating, specification, ordering, and shipping of the lighting equipment. It is less expensive for all parties to organize a bulk purchase of the light strings in longer reels. Including LED lamps (with extras for repair & replacement), shipping costs, etc., the current estimated cost of the light strings is: \$ 3.26 per lineal foot. WFD, Inc. shall pass the actual cost of the lighting equipment to Recipient with no mark-up for administrative fees, profit or other extras.

6. **Estimated light string length required for the Premises:** Based on a review of public information from the Wake County Tax Department and County GIS maps, all of which are deemed to be reasonably accurate, and based on an initial concept of how to best outline the roof edge or cornice of the Premises, the estimated light string length required is as follows, rounded up to the nearest whole number:  
\_\_\_\_\_ feet.

7. **Estimated value of the lighting equipment:** Based on the current estimated equipment cost per foot (see "Bulk Purchase" above) and the estimated light string length required for the Premises, for purposes of this Agreement the estimated value of the lighting equipment, rounded to the nearest dollar, is as follows:  
\$ \_\_\_\_\_.

8. **Good faith payment:** At signing of this Agreement, Recipient shall deliver a Good Faith Payment as indication of Recipient's commitment to the Program. For purposes of this Agreement, the amount of the payment shall be calculated as 25% x current estimated value of the lighting equipment (item 7 above), rounded to the nearest dollar, as follows:  
\$ \_\_\_\_\_.

9. **Estimated cost of installation:** The Recipient has obtained an estimate for installation of the lighting equipment (including all permits, labor, equipment & materials) from a reputable, appropriately licensed and insured service provider as follows:  
\$ \_\_\_\_\_.

**Recipient shall furnish copies of installation invoices to the WFD, Inc. for the purposes of establishing the final grant amount.** The actual cost of installation shall be passed through to WFD, Inc. with no mark-ups by Recipient for administrative fees, profits or other extras.

10. **Variations in Cost:** Any variance up or down between the actual cost of lighting equipment, the Good Faith Payment and the actual cost of installation shall be equitably adjusted between WFD, INC. and Recipient.

11. **Installation:** Recipient shall be responsible for making arrangements to install the Decorative Lighting System on Recipient's building, including but not limited to hiring the electrician / installer, applying for and paying for permits, and providing access to Premises for electrician / installer and town inspectors as needed. Recipient shall be responsible for verifying that the Electrical Contractor is appropriately licensed (for Commercial installations) and has the requisite Workman's Compensation and General Liability Insurance coverage. As a convenience to Recipient, WFD, Inc. has made available the names of local electrical contracting firms who have the appropriate licensure and insurance coverage, who have experience installing the specified lighting equipment and who have established successful relationships with the Wake Forest Inspections Department. In no way shall the furnishing of contractor information by WFD, Inc. be construed as a warranty, guarantee, limitation or exclusive requirement. Recipient is free to employ any installer that he/she chooses, or may self-perform the work, and shall hold WFD, Inc. harmless as provided below.

12. **Control:** Lighting equipment shall be installed with a means of turning the lights on and off at will. This can be a switch, a timer or even a breaker in the panel. Typically, coordinated lighting requests from the WFD, Inc. will establish a time span for lights to burn, for example: from 5:00 PM until midnight. Recipient is free to use the decorative lighting at any other time Recipient deems appropriate.

13. **Utility Costs:** Recipient shall be responsible for payment of electric power via Recipient's own meter.

14. **Alterations prohibited:** For maximum effect and consistency of appearance throughout all downtown buildings, Recipient shall make no alterations or color changes to the Decorative Lighting System. Further, the system shall not be altered to flash or blink.

15. **Transfer or assignment:** In the event Recipient sells the Premises, or otherwise conveys the interest upon which this Agreement is based, this agreement shall be transferred / assigned to new owner and shall survive such transfer for five (5) years from the original date.

16. **Default:** If either party fails to comply with any provision of this Agreement, the party shall be given written notice of any default or breach. Termination of the agreement shall result if, within 30 days of the date of such notice, the default or breach has not been corrected. In the case where Recipient owes reimbursement to WFD, Inc., payment is past due and 30-day notice procedures required above have been followed but payment is still not made, then WFD, Inc. shall have the option to enter the premises at a time mutually convenient to both parties and remove light strings to recover the value of the subsidy. If Recipient will not allow access, then WFD, Inc. shall follow the procedures in “conflict resolution” paragraph below.

17. **Abandonment, either with or without cause:** If, at any time during the Term of this Agreement (see Paragraph 2), Recipient abandons the Premises or otherwise discontinues his/her participation in the program for causes beyond the Recipient’s control, ownership of the lighting equipment shall pass back to WFD, Inc. WFD, Inc. shall have the option to either remove light strings to recover the value of the subsidy, or to enter a new subsidy agreement with new owners of the Premises.

18. **Utilization:** In addition to energizing the Decorative Lighting System at any time for Recipient’s own purposes, Recipient shall energize the Decorative Lighting System for all joint uses at special occasions as requested and/or coordinated by WFD, Inc., the Downtown Merchant’s Association, and the Town of Wake Forest. As examples these occasions include – but are not limited to – the following: nightly during Christmas Season, from the Lighting of Wake Forest through New Year’s Eve; Friday Art After Hours; and Independence Day.

19. **Maintenance:** With the specific understanding that poorly maintained lighting would have a negative effect on the Downtown’s public image, Recipient agrees to maintain the Decorative Lighting System in good working order, replacing burned-out or damaged lamps (bulbs) and making other repairs as necessary to keep the System in good working order.

20. **Hold harmless provision for damages:** The Recipient shall hold harmless WFD, Inc. from any financial damage, property damage or personal injury resulting from participation in this Decorative Lighting Program. Participation in the program is optional, voluntary and is at Recipient’s own risk.

21. **Conflict resolution:** Recipient and WFD, Inc. shall first attempt to resolve conflicts and/or seek remedies through negotiation. If this does not result in a settlement, Recipient and WFD, Inc. shall participate in supervised conflict resolution (Mediation) as a precursor to legal action. Legal action shall be the last resort for both Parties if the conflict cannot be remedied through negotiation or mediation.

22. **Signatures:** In witness whereof, the parties have executed this Agreement in Wake Forest, North Carolina, as of the date first written above.

\_\_\_\_\_  
Lisa Newhouse, *Downtown Manager*  
*for the Town of Wake Forest and Wake Forest Downtown, Inc.*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*Recipient (Property Owner) name (print)*

\_\_\_\_\_  
*Authorized Representative name (print)*

\_\_\_\_\_  
*Authorized Representative signature*

\_\_\_\_\_  
*date*