

INSTALLATION RENTAL AGREEMENT

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Quebec, Canada, having its principal place of business at 1-1375, Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by **Benoît Lemieux**, a duly authorised representative as he so declares;

(Hereinafter called "Creos")

AND:

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by **Jonathan Stuart-Swenson**, a duly authorised representative as he so declares;

(Hereinafter called "Client")

(Creos and Client hereinafter called the "Parties" and each, individually, a "Party")

WHEREAS The Urban Conga owns the installation entitled **Oscillation** (the "Installation") and that Creos is allowed to rent and produce said Installation to third parties;

WHEREAS City of Marquette has expressed to Creos its interest in renting and presenting the Installation in **Marquette** from **December 10, 2024** until **January 5, 2025**, and that Creos has accepted;

IN CONSIDERATION of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBJECT AND DATE OF COMING INTO FORCE

- 1.1. The preamble and the appendices form an integral part of this agreement (the "Agreement").
- 1.2. The Parties undertake to provide their respective services, expertise and products in order to produce in collaboration the Installation at **City of Marquette**, in order for it to be presented from **December 10, 2024** until **January 5, 2025**, in accordance with the project description included in Appendix D to this Agreement and with the production schedule included in Appendix B.

--	--

2. BUDGET AND FINANCIAL STRUCTURE

- 2.1. Unless indicated otherwise, all monetary sums are in US dollars.
- 2.2. All monetary sums are calculated based on the exchange rate 1USD= 1.2997CAD.
- 2.3. As compensation for the rental and the presentation of the Installation in **Marquette**, Client will pay to CREOS upon presentation of invoice, the sum of **forty-six thousand, four hundred and sixty-three dollars sixty-two cents (US\$46,463.62)** in accordance with the following schedule:
- 2.3.1. **Twenty-three thousand, two hundred and thirty-one dollars eighty-one cents (US\$23,231.81)**, representing **fifty percent (50%)** of the total compensation, on the date of signature of this Agreement;
- 2.3.2. **Eleven thousand, six hundred and fifteen dollars ninety cents (US\$11,615.90)**, representing **twenty-five percent (25%)** of the total compensation, on **December 10, 2024**;
- 2.3.3. **Eleven thousand, six hundred and fifteen dollars ninety-one cents (US\$11,615.91)**, representing **twenty-five percent (25%)** of the total compensation, on **January 5, 2025**;

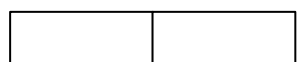
Prices exclude any sales and/or use taxes that may apply, such taxes being the sole responsibility of the Client. For further clarification, CREOS shall be solely responsible for CREOS's own taxes, withholdings, and the like, whereby CREOS warrants, represents, and agrees to file all appropriate tax documents on its own behalf. CREOS shall provide a completed W-8BEN-E form, and other required forms, upon Client's request.

The invoices shall be payable by bank transfer in the bank account of Creos.

Transit number:	13231
Institution (Banque Nationale du Canada):	006
Account:	0030468
Swift Code:	BNDCCAMMINT

Client certifies that no sum will be withheld for any amount due as per this Agreement.

- 2.4. All transportation costs are final and based on a delivery from Monday to Friday between 8am and 5pm. If there are any additional fees due to external circumstances outside of Creos control and its transportation company, all fees will be charged to the Client.



- 2.5. In addition to the Budget, Client will also pay the costs of the elements described in Appendices C and D hereof.
- 2.6. The Parties agrees that any financial participation to the presentation of the Installation at **City of Marquette** by any individual, corporation, public or private organisation, is subject to the prior written approval of the Parties.

3. PRESENTATION OF THE INSTALLATION

- 3.1. Each Party will designate in writing a person responsible to take all decisions for said Party.
- 3.2. Client undertakes to answer and/or approve the different requests submitted by Creos, relating to the presentation of the Installation, within five (5) business days following submission by Creos in person or by e-mail.

4. CREOS OBLIGATIONS

Subject to Client abiding by its obligations as per this Agreement, Creos undertakes to:

- 4.1. Organise the preparation, transport, assembly and disassembly of the Installation on the site;
- 4.2. Provide necessary equipment and material, technical services, and human resources to produce the Installation as indicated in Appendices C and D;
- 4.3. Make the necessary adjustments to the Installation for its presentation at the Site, in consultation with Client;
- 4.4. Coordinate the production team, ensure the follow-up and respect of the Budget;
- 4.5. Respect the production schedule as described in Appendix B;
- 4.6. Determine, in consultation with Client, the credits to be attributed in relation with the Installation;
- 4.7. Ensure maintenance of the Installation during the event according to the schedule agreed by both Parties, or upon express request from the Client.

5. CLIENT OBLIGATIONS

Client undertakes to:

- 5.1. Provide necessary equipment and material:

- 5.1.1. Electrical source as detailed in Appendix D;
- 5.1.2. Manpower as detailed in Appendix C;
- 5.1.3. Public and equipment security items as stated in Appendix C;
- 5.1.4. Necessary permits and authorisations;
- 5.1.5. Handling equipment as described in Appendix D;
- 5.1.6. Operate and store the Installation as indicated in Appendix D hereof;
- 5.2. Collaborate with Creos in the production of the Installation;
- 5.3. Ensure to Creos access to **City of Marquette** for the production of the Installation, and ensure the secure guard and control of the Installation during production, installation, presentation and storage phases;
- 5.4. Client shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Creos shall not be deemed or construed to have assessed the risk that may be applicable to Client under this Agreement. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Client is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 5.4.1. Coverages
 - (a) Commercial General Liability – Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - (b) Property Insurance – Including:
 - Property of Others or Rented Property
 - 5.4.2. Limits Required

Client shall carry the following limits of liability:

 - (a) Commercial General Liability
 - Products/Completed Operations Aggregate \$2,000,000
 - Each Occurrence Limit \$2,000,000
 - Personal/Advertising Injury \$2,000,000
 - (b) Property Insurance
 - All Risks at replacement cost Full replacement cost value of the “Installation”: **70 000 \$**
 - 5.4.3. Additional requirements

Client shall name Creos, **The Urban Conga**, and their respective officers, employees, agents, and volunteers as Additional Insureds. Such insurance may

--	--

not be cancelled during the term of this Agreement unless thirty (30) days advance written notice via certified mail is provided to Creos.

6. INTELLECTUAL PROPERTY

- 6.1. Subject to Client abiding by all its obligations as per this Agreement, Client is only permitted to physically exhibit the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. Client shall not assign, convey, sublicense, or transfer this right to exhibit the Installation. Except as expressly permitted by this Agreement, Client shall have no right to alter, modify, or create derivative works of the Installation.
- 6.2. Subject to Client abiding by all its obligations as per this Agreement, including the requirements to identify **The Urban Conga** as the creator, Client shall have for an unlimited period of time starting on **December 10, 2024** a limited, non-exclusive right, with no right to sublicense, to make copy, license and distribute images and recordings of the Installation as displayed at **City of Marquette** from **December 10, 2024** until **January 5, 2025** throughout all media analog, digital, and through any technology now known or hereafter devised, for promotional purposes (and not for any commercial purpose) only in connection with the presentation of the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. For clarity, any sale or exchange of such images, video, or recordings in exchange for compensation, monetary or otherwise, shall be deemed a commercial purpose.

7. CREDITS

- 7.1. The following long credits must appear on the website/landing page and in all media relations documents (press releases, conferences, radio interviews, etc.):

Name of Installation: Oscillation
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos

If available, the logos of the creator/s and owner/s may also be provided upon request.

All such uses must be subject to the prior written consent of Creos' communications team at communications@creos.io.

- 7.2. The following short credits must appear on all public mentions of the Installation (posters, programs, social networks, etc.):

Name of Installation: Oscillation
Creator: The Urban Conga
Owner: The Urban Conga

--	--

Dimensions and position of credits must be submitted to Creos' communications team for prior written consent, at communications@creos.io.

- 7.3. The Client shall place the signage provided by Creos near the Installation on site.

Should the Client prefer to produce their own signage for the Installation, they must include the following elements:

Name of Installation: Oscillation
Description of Installation (provided in the Presskit)
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos
Operating instructions and safety rules (if applicable)

If available, the logos of the creator/s and owner/s may also be provided upon request.

All signage is subject to the prior written agreement of Creos' communications team at communications@creos.io.

- 7.4. The Client undertakes to follow Creos' instructions pertaining to all Installation credits, including without limitation credit dimensions and position.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party warrants that it has the necessary authority to sign the present Agreement.
- 8.2. Each Party warrants that it has the capacity to exercise the required rights to conclude and execute the present Agreement.
- 8.3. Each Party warrants that it is not the object of any claim, legal action, or other litigation in a court of justice or other organisation of competent jurisdiction in Canada or elsewhere in the world, that may negatively affect the production, presentation, and exploitation of the Installation.
- 8.4. Each Party warrants that it is not party to any agreement that may be in conflict with its obligations as per this Agreement.
- 8.5. All transactions contemplated in this Agreement must abide by federal and provincial laws and regulations, including without limitation applicable sales taxes.
- 8.6. The present Section 8 shall remain in force after the expiration or termination of this Agreement for any reason.



9. EXPIRATION AND TERMINATION OF THE AGREEMENT

- 9.1. A Party may terminate this Agreement effective upon written notice to the other Party if the other Party has breached any material obligation under this Agreement, or any of its representations or warranties under this Agreement are inaccurate in any material respect, and such breach or inaccuracy is not cured within thirty (30) days after written notice of such breach is provided by the non-breaching Party to the breaching Party. Upon any termination, all licenses granted hereunder shall terminate, and Creos shall take possession of the Installation.
- 9.2. In case of termination of this Agreement for any reason, Client will forthwith pay Creos all sums due as per this Agreement and reimburse all sums engaged by Creos. For clarity, sums that shall be paid to Creos represent the addition of the Artwork item as well as the Administration items that can be found in the Budget (see Appendix A), as well as all non-reimbursable expenses already engaged by Creos.

10. ASSIGNMENT TO A THIRD PARTY

- 10.1. No Party may assign this Agreement without the prior written approval of the other Party.

11. NOTICES

Every notice to be given as per this Agreement must be given in writing to the following addresses and shall be valid provided it is given by personal service, by email, by messenger with acknowledgment of receipt or by registered/certified mail. Any notice sent by email is deemed to have been received the day it is sent; any notice sent by email must be confirmed by sending the original notice by messenger or registered/certified mail with acknowledgement of receipt:

CLIENT:

City of Marquette

City Hall
300 W. Baraga Avenue
Marquette, MI 49855
c/o Jonathan Stuart Swenson
Director of Community Services

CREOS:

CREOS

1 - 1375 rue Marie-Victorin
Saint-Bruno-de-Montarville (Québec) J3V 6B7 | Canada
c/o Benoît Lemieux
CEO
Phone : +1-514-554-8095
benoit.lemieux@creos.io

--	--

--	--

12. GENERAL

- 12.1. If any portion of this Agreement is rendered invalid or otherwise unenforceable under applicable laws and regulations or by a governmental, legal or regulatory authority with jurisdiction over the Parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the Parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. It is the intention of the Parties to this Agreement, and the Parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.
- 12.2. The negligence or delay by any party herein in the exercise of its right or recourse under the Agreement will not, in any way, be interpreted as a renunciation of that right or recourse.
- 12.3. This Agreement, its interpretation, application, validity and effects are subject to the laws in force in the State of Michigan. The Parties agree that any dispute related to this Agreement, its interpretation or its application, will be submitted to mediation. The Parties undertake to participate in good faith to at least one (1) mediation session by delegating one (1) person with decision authority; the mediator will be chosen by the Parties.
- 12.4. In case the Parties do not find an amicable settlement through said mediation, said dispute will be subject to the Courts of the jurisdiction of Marquette, Michigan.
- 12.5. This Agreement, including its appendices, constitutes the entire agreement between the Parties, and supersedes all prior proposals, agreements, and other communications, written or oral, relating to the subject matter hereof and thereof.
- 12.6. No supplement, modification or amendment of this Agreement shall be binding against a Party, unless executed in writing by a duly authorized representative of such Party.
- 12.7. The Parties undertake to execute all documents useful or necessary to the full execution of this Agreement.
- 12.8. When executed by all Parties, each copy of this Agreement is deemed to be an original, but all these copies shall constitute one and the same agreement. This Agreement may be executed and transmitted as a PDF file by e-mail with the same validity and same effect as if each copy had been executed and delivered by the Parties simultaneously in the presence of each other, and all executed copies delivered and received or printed from a PDF file shall be deemed to contain the original signatures.

- 12.9. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

IN WITNESS WHEREOF, the Parties have signed this Agreement on _____.

City of Marquette

Karen Kovacs
City Manager

Cody Mayer
City Mayor

Kyle Whitney
City Clerk

CREOS

Benoît Lemieux
CEO



LIST OF APPENDICES

Appendix A

Budget

Appendix B

Production Schedule

Appendix C

Manpower and security requests

Appendix D

Specifications of the Installation and required equipment

Appendix E

Confirmation Letter for customs purposes
(Cross border movement of business persons)

Appendix F

Excise Tax Act

--	--

Appendix A

Budget

Oscillation 5 units 4 weeks		
<hr/>		
Artwork		\$22,000.00
Production team fees		\$8,757.00
Ancillary fees		\$1,665.40
Logistic material rental	Provided by local producer	\$0.00
Production material		\$3,222.50
Transportation - Creos Technician and Artwork		\$17,100.00
Lodging Creos Technician		\$1,406.25
Per diem fees Creos Technician		\$743.05
Security	Provided by local producer	\$0.00
Local workforce	Provided by local producer	\$0.00
Subtotal		\$54,894.20
Administration	10.0%	\$5,489.42
<i>Total CAN</i>		<i>\$60,383.62</i>
Total USD		\$46,463.62

--	--

Appendix B

Production Schedule

December 9, 2024

Arrival of the production crew on site
Arrival of the equipment on site
First day of assembly

December 10, 2024 – January 5, 2025

Event

January 6, 2025

Dismantling of the Installation
Equipment leaves the site on pm



Appendix C

Manpower and security requests

December 9, 2024

Two (2) workers for unloading and assembly.

Days of 8 working hours.

One (1) security guard in between working periods. Evening and Night.

December 10, 2024 to January 5, 2025

Maintenance and operation of the Installation.

Security.

January 6, 2025

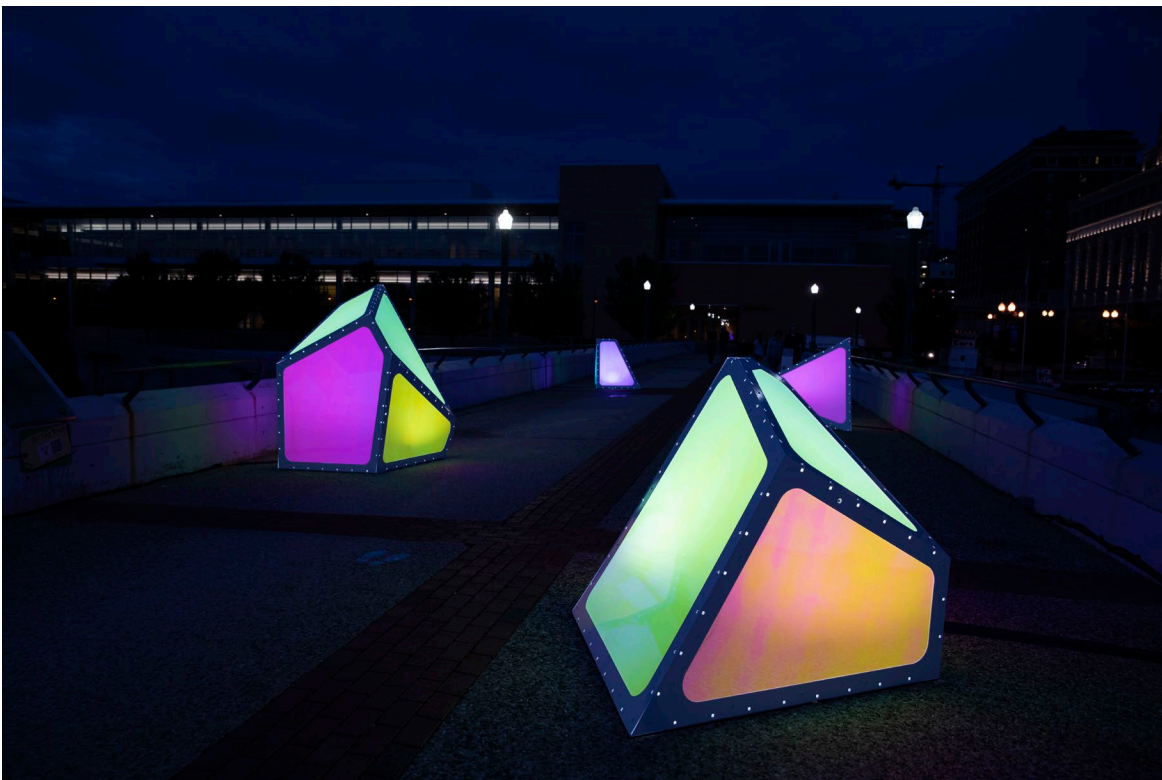
Two (2) workers for dismantling and loading.

Days of 8 working hours.

Appendix D

Specifications of the Installation and required equipment

OSCILLATION



Grand Rapids, USA
© Nicole Abbett

DESCRIPTION OF THE ARTWORK

Name: Oscillation

Type: Interactive light and music installation

Location: Outdoors / Indoors

Description:

Oscillation is an interactive installation that uses sight, sound and movement to spark community activity and social interaction through play.

The installation acts somewhat like a Theremin, an unusual musical instrument that you can play without touching it.

As you walk toward the piece, it plays different sounds and pitches depending on your distance from it. And as you move and dance around it, colors reflect and refract light in different ways based on your angle and position.

Oscillation is made up of five parts that are deconstructed from a solid cube using a Voronoi algorithm. The crystal-like forms can be moved around and places in a variety of formations. The result is a totally immersive experience that breaks down social barriers and fuels joyful conversations between strangers.



Clearwater, USA
© Maria Flanagan



TEAM

Concept, execution and production	The Urban Conga
Project manager	Cathy Belanger (cathy.belanger@creos.io)
Tour Producer	Creos

LOGISTICS AND OPERATION

1. MODULE DESCRIPTION

Each module has 3 sensors that will activate light and sound as people approach them and move around the modules.

Light is off during the day, but the diachronic film produces a mirror effect, and the modules light up at night.

Quantity:	5
Total weight / unit:	approximately 200 pounds / 90 kilos

2. MODULE FOOTPRINT

Each module has a different shape and size.

Modules height varies from 3 feet (0,9 meters) to 5 feet 10 inches (1,5 meters).

Modules width varies from 3 feet 6 inches (1 meter) to 6 feet 8 inches (2 meters).

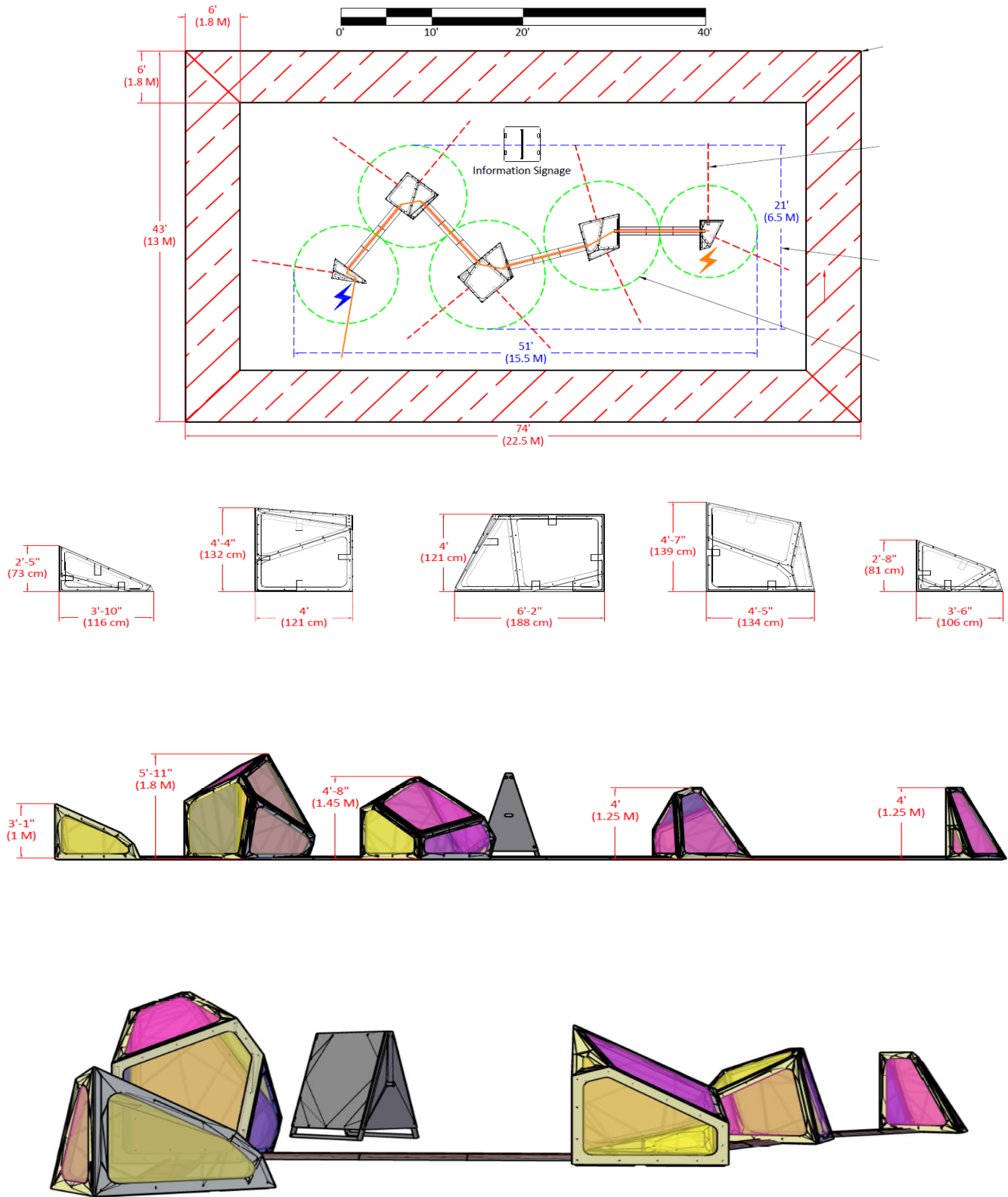
3. THE ARTWORK'S FOOTPRINT

Using the maximum number of modules, being 5 modules: the footprint is about 504 square feet (47 square meters).

Configuration can easily be adapted according to the site chosen for the installation and the desired experience. A minimum space of 6 feet (0.75 meters) is required around each module to allow space for people to interact with the installation.

Modules can be connected to each other with cable ramps, and connected in series, starting from the electric source(s). *It is also recommended to have a free space around the installation to facilitate pedestrian traffic.*





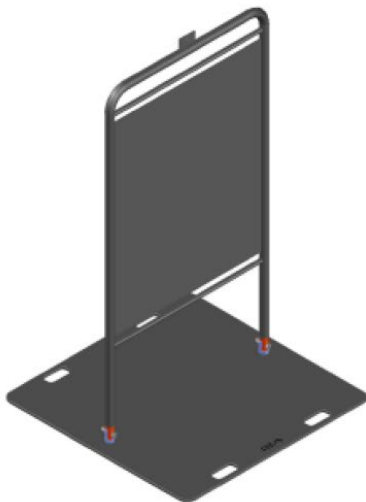
4. SIGNAGE

A bilingual (English - French) generic signboard is included with this installation. It is 4 feet (1,2m) wide by 6 feet – 10 inches (2m) high. A solar panel lamp is included.

The content of the signage cannot be changed. If the client wishes to produce his own signage, he must provide it and have the content validated by the Creos communication team.

Model of the included signage:

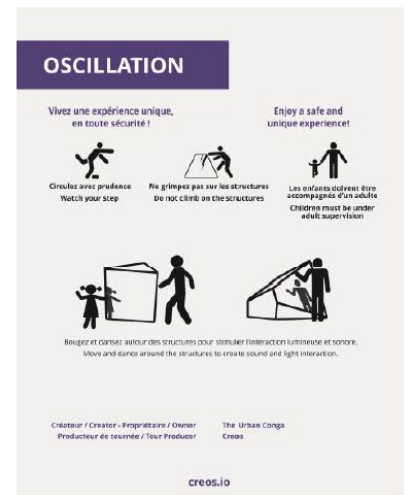
Structure:



Content:



Front



Back



5. HANDLING

The Oscillation display requires a forklift 3,000 pounds (approx. 1360 kilos) for exterior loading and handling off-site.

The forklift will be used on the first day of assembly to unload the truck, and for handling equipment on site during the installation. It will also be used for the disassembly, for handling equipment on site and to load the truck.

The installation should not, under any circumstance, be moved without the approval of Creos' team



6. POWER SUPPLY

Connection type: North American standard plug. Creos will provide the adaptors if necessary.
Number of connections: 2-5 independent circuits

Even though the modules can function with only one 15A / 120V independent circuit, we prefer to split the electric connections lines and therefore increase the number of configuration options.

Day of connection: Day 1 of assembly

Day of disconnection: Day 1 of disassembly

7. TECHNICAL MANPOWER AND SITE SECURITY

Skills required:

- Ability to lift and carry heavy loads (50 – 100 pounds / 25 – 50 kilos)
- Ability to use basic tools (screwdriver, drill, hand tools)
- Ability to work as part of a team and to follow instructions
- Experience as general / manual worker

Assembly (1 day):

1 certified heavy equipment operator and 1 manpower

Disassembly (1 day):

1 certified heavy equipment operator and 1 manpower

Media opening:

In case of Media premiere, please inform us about date and time

During the event:

One person for display maintenance. The daily maintenance consists in inspecting the module(s) and recording any lighting, sound, interactivity or structural problem and inform Creos' team.



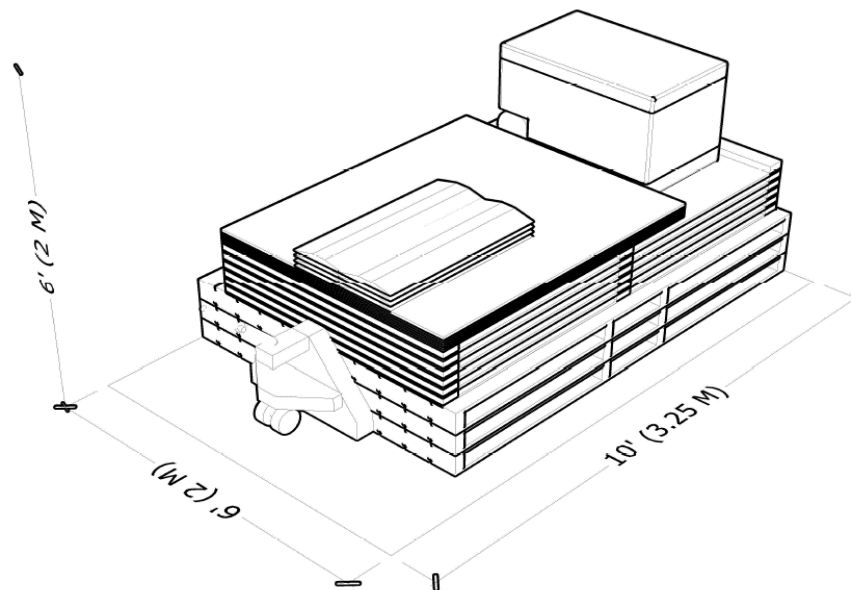
8. TRANSPORTATION

The equipment travels in one 40 feet (approx. 12 meters) container for oversea transportation or in a fifty-three (53) feet trailer (approx. 16 meters) for ground transportation. We will need the following information for the coordination of the transport of the Work.

- Full name of the local producer
- Complete civic address of the place of delivery
- Contact person from local producer for coordination of the transport
- Site access restriction

9. STORAGE

A secured 6' x 10' space is required at the venue to store all extra equipment, transportation dollys, boxes and pallets.



Appendix E

Confirmation Letter for customs purposes

(Cross border movement of business persons)

--	--

Confirmation Letter

BETWEEN:

CREOS EXPERTS-CONSEILS INC., a corporation duly incorporated under the laws of the Province of Québec, Canada, having its principal place of business at 1-1375 Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by Benoît Lemieux, a duly authorised representative as he so declares; (hereinafter called "**Creos**")

AND :

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by <<client_representative_name>>, a duly authorised representative as he so declares; (hereinafter called "**Client**")

The parties hereby confirm the following:

1. The Urban Conga owns the installation entitled Oscillation (hereinafter the "**Installation**") and has authorized Creos to rent and produce said Installation to third parties;
2. As of today, the Client and Creos have signed a rental agreement in which they undertake to provide their respective services, expertise and products in order to produce the Installation for its presentation at City of Marquette (hereinafter the "**Site**") from December 10, 2024 to January 5, 2025.
3. Creos representative will supervise the assembly and disassembly of the Installation in connection with its presentation on Site which will take place from December 10, 2024 to January 5, 2025

IN WITNESS WHEREOF, the parties have signed this Confirmation Letter on _____.

City of Marquette

CREOS

Karen Kovacs
City Manager

Benoît Lemieux
CEO

--	--

Appendix F

Excise Tax Act

--	--

Extract of the publication P-009 in terms of tps/tvh

I, Karen Kovacs, from **City of Marquette**, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855 certify that **City of Marquette** is not a resident of Canada for purposes of the Excise Tax Act, and that **City of Marquette** is not registered to GST under subdivision d of division V of Part IX of that Act.

I also undertake to inform immediately Benoit Lemieux, 1-1375 Marie-Victorin St., Saint-Bruno-de-Montarville, J3V 6B7, Quebec, Canada of any changes in **City of Marquette** residence status for purposes of that Act or the moment **City of Marquette** becomes registered for the purpose of that Act.

Date

Signature of Individual

--	--