

**MASTER RELATIONSHIP AGREEMENT
FOR THE OWNERSHIP, OPERATION, AND MANAGEMENT OF THE
ST. CROIX VALLEY BUSINESS INCUBATOR**

This Master Relationship Agreement is made by and among the CITY OF RIVER FALLS, WI, a municipal corporation, hereinafter at times referred to as “City”, the RIVER FALLS ECONOMIC DEVELOPMENT CORPORATION, a Wisconsin municipal non-profit corporation, hereinafter at times referred to as the “EDC”, the UNIVERSITY OF WISCONSIN-RIVER FALLS, a higher educational institution, hereinafter at times referred to as the “University”, the CHIPPEWA VALLEY TECHNICAL COLLEGE, a higher educational institution, hereinafter at times referred to as “CVTC”, and the INCUBATOR MANAGEMENT COMMITTEE, a committee of the EDC, hereinafter at times referred to as the “Management Committee”.

WITNESSETH

WHEREAS, the parties hereto have developed the St. Croix Valley Business Incubator proposal; and

WHEREAS, the City, EDC, University, and CVTC believe it is in all parties’ best interests to delegate the ownership of the St. Croix Valley Business Incubator to the EDC; and

WHEREAS, the City, EDC, University, and CVTC believe it is in all parties’ best interests to delegate the oversight of the St. Croix Valley Business Incubator to the Management Committee; and

WHEREAS, the City, EDC, University, and CVTC believe it is in all parties’ best interests to delegate the management of the St. Croix Valley Business Incubator to the University; and

WHEREAS, ownership is defined as providing the land and financial responsibility for the construction of the facility; oversight is defined as final approval of policies and procedures of the St. Croix Valley Business Incubator; and management is defined as the staff and activities required to carry out the policies and procedures approved by the Management Committee; and

WHEREAS, the Management Committee shall be composed as a committee of the EDC to include one representative from all parties to this Master Relationship Agreement, the Incubator Director, and additional members as determined by the EDC; and

WHEREAS, the parties recognize that this development is a unique endeavor and therefore this Master Relationship Agreement is an attempt to provide a framework for the ownership, oversight and management of the St. Croix Valley Business Incubator, but all parties recognize that adjustments to this Master Relationship Agreement will

likely need to be made after the initial implementation of this Master Relationship Agreement.

Therefore, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE I

TERM OF AGREEMENT

1.01. Term. The term of this Master Relationship Agreement shall run for 20 years commencing on the date the Economic Development Administration Grant is awarded, unless sooner terminated in accordance with this Agreement or in furtherance of the parties' rights and remedies in the event of a default. This Master Relationship Agreement shall supersede and replace any prior Master Relationship Agreement between the parties regarding this subject.

1.02. Extension of Term. The parties may by mutual agreement extend or shorten the term of this Master Relationship Agreement at any time.

ARTICLE II

FACILITY OWNERSHIP

2.01. Donation of Land. The parties acknowledge that the City shall donate a parcel of land located in the Sterling Ponds Corporate Park to the EDC for the purpose of constructing the St. Croix Valley Business Incubator.

2.02. Ownership of Facility. The parties acknowledge that the St. Croix Valley Business Incubator, located in the Sterling Ponds Corporate Park in River Falls, WI, and land shall be owned by the EDC. The parties further agree that the excess lands surrounding the St. Croix Valley Business Incubator in the Sterling Ponds Corporate Park shall be marketed and sold for purposes in accordance with the underlying zoning ordinance.

2.03. Lease Agreements. The EDC shall enter into a lease agreement with the tenants as approved by the Management Committee.

2.04. Financial Responsibility. The EDC shall be accountable for all financial gains and losses associated with the St. Croix Valley Business Incubator.

2.05. Operating Expenses. Except as otherwise provided in this Master Relationship Agreement, the EDC shall be solely responsible for paying when due any and all costs of every kind and nature including, without limitation, those required to operate, maintain or repair the leased premises, such as cleaning, lighting, maintaining, repairing and replacing equipment thereon, the hiring of contractors and subcontractors in connection with the maintaining and repairing the premises, or replacing equipment at the premises, supplies, water and sewer charges, electricity, gas, and all other utility

charges, license and permit fees, debt service payments, and any and all other expenses whatsoever of maintaining, operating, repairing and replacing the leased premises, except as otherwise provided herein or by separate agreement.

2.06. Information Technology Services. The EDC shall provide information technology services to the St. Croix Valley Business Incubator in accordance with the policies set forth by the Management Committee.

2.07. City as Fiscal Agent for Facility Construction. The City may sign contracts and pay invoices for the construction of the facility with the consent of the grant administrator and EDC Executive Director, not to exceed the project budget.

ARTICLE III

OVERSIGHT OF THE ST. CROIX VALLEY BUSINESS INCUBATOR

3.01. Strategic Plan. The Management Committee shall develop and approve a strategic plan for the St. Croix Valley Business Incubator to include goals, strategies, and key performance indicators.

3.02. Business Plan, Operating Budget, Policies and Procedures. The Management Committee shall have the right to approve and revise the business plan, annual operating budget, and operating policies and procedures developed by the Incubator Staff.

3.03. Lease Agreements. The Management Committee shall have the discretion to lease space and negotiate rates as outlined in the Tenant Application and Master Lease Agreement.

3.04. Hiring of Incubator Director. The University shall provide a Director for the St. Croix Valley Business Incubator. The University shall be responsible for the recruitment and selection of the St. Croix Valley Business Incubator Director. The Management Committee shall have the right to participate in the selection committee for the Director and development of the position description.

3.05. Performance of Incubator Director. The Management Committee shall have the right to conduct annual performance evaluations and reviews for the St. Croix Valley Business Incubator Director. If concerns arise regarding the performance of the Director, the Management Committee shall contact the Incubator Director's University Supervisor to express such opinions. Actions may be taken in accordance with the University human resources personnel policies.

ARTICLE IV

MANAGEMENT OF THE ST. CROIX VALLEY BUSINESS INCUBATOR

4.01. The Incubator Director. The Incubator Director shall conduct tenant relations, manage daily operations, coordinate service offerings, and provide recommendations regarding policies and procedures to the Management Committee.

4.02. Additional Incubator Staff. The University shall provide additional incubator staff as deemed necessary by the Management Committee, subject to University funding approval. The EDC and Management Committee shall determine additional staffing needs and funding sources, as needed, beyond those provided by the University. The Director shall oversee Incubator Staff, determine position descriptions, and conduct annual performance evaluations. Any disciplinary or performance-related actions may be taken in accordance with the University human resources personnel policies for University-supplied staff.

4.03. Tenant Relations. The Incubator Staff shall conduct all tenant relations.

4.04. Marketing of the Business Incubator. The Director of the St. Croix Valley Business Incubator, in coordination with the City Administrator of River Falls and the regional Economic Development Organizations, shall market the leasable space as well as the availability of the training room to businesses and community groups.

4.05. Business Development. The Director shall work with tenants in regard to technology and business development matters.

4.06. Management of Premises. The Incubator Staff shall manage all aspects associated with the St. Croix Valley Business Incubator including, but not limited to, making necessary repairs, both interior and exterior, building cleaning, snow and ice removal, fire alarm and life safety matters, telecommunications equipment, landscaping, lawn care and additional operating expenses in accordance with the approved annual operating budget.

ARTICLE V

TERMINATION

5.01. Termination. Any party to this Master Relationship Agreement may terminate it by giving all other parties to the Master Relationship Agreement twelve (12) months written notice. After notice is given, the parties shall meet within thirty (30) days to agree on the process to be used to transfer the ownership, oversight, and/or management of the St. Croix Valley Business Incubator. All parties shall share all information necessary to facilitate the transition. All parties shall cooperate so that the transfer will be completed in an efficient and professional manner. The financial responsibilities set forth herein shall be retained by the EDC during the 6 months' time period after termination. If the termination is the result of a dissolution of the Incubator, each party shall retain the movable assets they provided.

ARTICLE VI

EQUAL OPPORTUNITIES

6.01. Discrimination. All parties agree that in the ownership, oversight, management and use of the leased premises they will abide by all applicable federal, state and local laws, codes and ordinances relating to equal opportunities and non-discrimination. Without limiting the generality of the foregoing, all parties covenant that they will not discriminate against any employee or applicants for employment at the St. Croix Valley Business Incubator in any manner or commit discrimination on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry.

ARTICLE VII

**ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES
GRANT REQUIREMENTS**

7.01. Grant Requirements. All parties agree that the ownership, operation, and use of the St. Croix Valley Business Incubator are subject to certain grant requirements established by the Economic Development Administration (EDA) of the United States. All parties agree to abide by said grant requirements.

ARTICLE VIII

MISCELLANEOUS

8.01. Governing Law. Laws of the State of Wisconsin and the United States of America shall govern the interpretation and enforcement of this Master Relationship Agreement.

8.02. Facility Space for University Personnel. Office space shall be provided for University staff free of charge in exchange for services provided by aforementioned staff. Office space shall be provided for the St. Croix Valley Business Incubator Director, Additional Incubator Staff, the Small Business Development Director, and office or collaborative space for University students and faculty.

ARTICLE IX

SUCCESSORS AND ASSIGNS

9.01. Successors and Assigns. Except as limited or conditioned by the express provisions hereof, no party shall assign its rights or obligations under this Agreement to any other party without written agreement by all parties to the Master Relationship Agreement.

ARTICLE X

AMENDMENT

10.01. Amendment. This Master Relationship Agreement shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment of this Master Relationship Agreement shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to the Master Relationship Agreement. Any proposed amendment to the Master Relationship Agreement shall be provided in writing, along with a memorandum of support of the amendment, to all parties to this agreement fifteen (15) days prior to final action on the amendment by any party.

ARTICLE XI

COUNTERPARTS

11.01. Counterparts. This Master Relationship Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

ARTICLE XII

SEVERABILITY

12.01. Severability. If any provision of this Master Relationship Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any reason such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever, the invalidity of any one or more phrases, sentences, clauses or paragraphs in this Master Relationship Agreement shall not affect the remaining portions of this document or any part thereof.

ARTICLE XIII

EXCULPATORY PROVISION

13.01. Exculpatory Provision. The parties to the Master Relationship Agreement expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of the Master Relationship Agreement, and no party hereto shall make any claims to the contrary.

ARTICLE XIV

RULES OF CONSTRUCTION/CONDUCT

14.01. Rules of Construction/Conduct. The parties to this Master Relationship Agreement acknowledge and agree that this Master Relationship Agreement is a good faith attempt to memorialize the intent of the parties. That in the course of its preparation, each party has been adequately and fully represented, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Master Relationship Agreement in the spirit of cooperation consistent with the intent of this Master Relationship Agreement with the aim of benefiting the Greater St. Croix Valley.

ARTICLE XV

NOTICES

15.01. Notices. Any notices or other communication permitted or required shall be addressed to the following:

As to the City of River Falls:

City Administrator
City of River Falls
222 Lewis Street
River Falls, WI 54022

As to the River Falls Economic Development Corporation:

President
River Falls Economic Development Corporation
222 Lewis Street
River Falls, WI 54022

As to the University of Wisconsin-River Falls:

Chancellor
University of Wisconsin-River Falls
410 S. 3rd Street
River Falls, WI 54022

As to the Chippewa Valley Technical College:

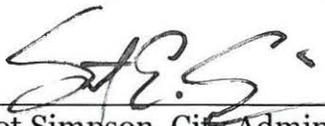
President
Chippewa Valley Technical College
620 W. Clairemont Avenue
Eau Claire, WI 54701

As to the St. Croix Valley Business Incubator Oversight:

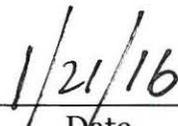
Chair
Incubator Management Committee
River Falls Economic Development Corporation
222 Lewis Street
River Falls, WI 54022

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, execute this Agreement.

CITY OF RIVER FALLS

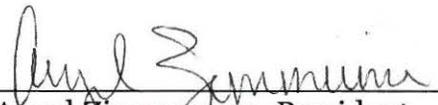


Scot Simpson, City Administrator

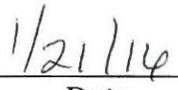


Date

RIVER FALLS ECONOMIC DEVELOPMENT CORPORATION

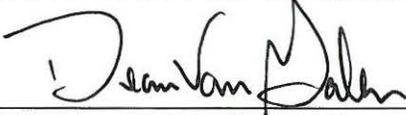


Angel Zimmerman, President

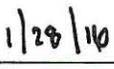


Date

UNIVERSITY OF WISCONSIN-RIVER FALLS

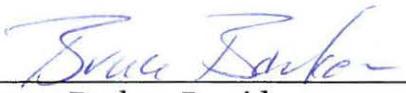


Dean Van Galen, Chancellor

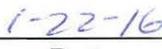


Date

CHIPPEWA VALLEY TECHNICAL COLLEGE



Bruce Barker, President



Date

INCUBATOR MANAGEMENT COMMITTEE

, Chair

Date