

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”), effective as of _____, 2013 (“**Effective Date**”), is entered into by and between **WISCONSIN ECONOMIC DEVELOPMENT CORPORATION** (“**WEDC**”) and **SHOWCASE WISCONSIN, INC.** (“**Showcase**”).

RECITALS

- A. Showcase is a Type I Supporting Organization supporting WEDC, its supported organization, a public body corporate and politic.
- B. Showcase performs and provides activities to support the exempt purpose and economic development mission of WEDC (“**Activities**”).
- C. Showcase requests and WEDC is willing to provide Services (as defined below) to assist Showcase in the provision of Activities on the terms set forth in this Agreement.

IN CONSIDERATION of the above recitals and the covenants contained in this Agreement, the parties agree as follows:

1. RESPONSIBILITIES OF WEDC.

- 1.1 **Services.** WEDC, through its employees, shall provide services set forth on the attached Schedule A, which shall support the exempt purpose of and Activities provided by Showcase (“**Services**”). Services may be modified from time to time by mutual written agreement by the parties.
- 1.2 **Standards.** WEDC shall perform all Services in accordance with applicable WEDC and Showcase policies and procedures and with all applicable requirements of appropriate regulatory agencies.
- 1.3 **Reports.** WEDC shall prepare or cause to be promptly prepared reports of all Services performed.
- 1.4 **Insurance Requirements.** WEDC shall maintain appropriate insurance for its employees under its group policies.

2. RESPONSIBILITIES OF SHOWCASE.

Showcase represents and warrants that it has requested the Services of WEDC solely to support Showcase with the provision of Activities.

3. FINANCIAL ARRANGEMENT.

As compensation for the Services provided under this Agreement, Showcase shall pay WEDC as set forth on Schedule B.

4. TERM AND TERMINATION.

- 4.1 **Term.** The initial term of this Agreement shall be for one year, effective as of the date of this Agreement. This Agreement shall renew automatically for terms of one year, unless terminated pursuant to Section 4.2.
- 4.2 **Termination.** This Agreement may be terminated as follows:
- 4.2.1 Unilateral. An individual schedule or this entire Agreement may be unilaterally terminated upon 60 days' advance written notice to the other party.
- 4.2.2 For Breach. In the event either party fails in any substantial manner to perform as required herein, this Agreement may be terminated if written notice of breach is given not less than ___ days prior to termination. Such notice shall state the intention to terminate this Agreement, the nature of the breach giving rise to termination, and shall permit reasonable opportunity to cure such breach during said ____ day period. If the problem is not resolved to the satisfaction of the party giving notice, this Agreement will be terminated effective at the end of the notice period.
- 4.3 **Effect of Termination.** Neither party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement or any of the attached Schedules.

5. MISCELLANEOUS.

- 5.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (regardless of the conflict of laws principles), and without reference to any rules of construction regarding the party responsible for drafting.
- 5.2 **Other Agreements.** The parties intend that this Agreement sets forth the terms of their Agreement with respect to the Services, which shall supersede any other oral or written agreement between the parties with respect to the subject matter herein, but which shall not supersede terms of other written agreements between the parties with respect to other services.
- 5.3 **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by registered or certified mail (with notice being deemed given as of five days after the date of mailing) at the addresses listed on the signature page below, unless a party shall otherwise designate in writing.
- 5.4 **Agreement Subject to Law.** If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had

never comprised a part of the Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

- 5.5 Indemnification.** Except as specifically identified in this Agreement, the parties agree that each shall be responsible for the acts and omissions of itself and its employees and neither of the parties agrees to indemnify the other party for any such act or omission. However, this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which that party may have by operation of law.
- 5.6 Amendment.** This Agreement may be amended only by a written instrument executed by each party. The schedule may be amended by mutual written agreement or as otherwise set forth in this Agreement.
- 5.7 Relationship of Parties.** In the performance of its responsibilities hereunder, each party is and at all times shall be an independent contractor of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Its: _____

Notice Address:
P.O. Box 1687
Madison, WI 53707
Attention: _____

SHOWCASE WISCONSIN, INC.

By: _____
Name: _____
Its: _____

Notice Address:
P.O. Box 1687
Madison, WI 53707
Attention: _____

**SCHEDULE A
SERVICES**

WEDC shall provide the following Services:

1. **[Insert Services]**

Additional Schedules may be added from time to time upon mutual agreement of the parties.

**SCHEDULE B
COMPENSATION**

[Insert description of compensation].

[NOTE: Include if relevant to compensation methodology: The parties shall conduct periodic reconciliations, which shall ensure that all payments due under this Agreement are appropriately made.]

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