

**FINAL 3.10.2023**  
**MILWAUKEE AREA TECHNICAL COLLEGE LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this “License”), dated as of this \_\_\_ day of \_\_\_\_\_, 2023, entered into by and between **THE REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE** (“RACM”), and **MILWAUKEE AREA TECHNICAL COLLEGE**, a Wisconsin non-profit corporation (“MATC”).

**W I T N E S S E T H :**

**WHEREAS**, RACM is a Wis. Stat. 66.1333 entity permitted to cooperate with the City of Milwaukee (the “City”) to reduce blight and promote redevelopment;

**WHEREAS**, RACM has commenced the restoration of those certain vacant lots located at:

- 3010 West North Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1045-100
- 3014 West North Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1040-113
- 3001 West Meinecke Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1040-114

Said vacant lots are collectively referred to as the “Premises”. This restoration is part of the larger 30<sup>th</sup> Street Industrial Corridor redevelopment initiative and implementation of the Fond du Lac and North Area Plan, which includes creating a new public green space, mitigating minor environmental contamination, and incorporating green infrastructure elements;

**WHEREAS**, MATC is a technical college that provides educational and training opportunities for its students through diverse course offerings and apprenticeship programs, which include, among other things, skilled trades. The Wisconsin Legislature, in Wis. Stat. 38.001, found that it is in the public interest for MATC, a technical college, to offer courses and programs that enable students to gain occupational skills and job training necessary to fully participate in the work force; that facilitate educational options and foster economic development; and that function cooperatively with other governmental bodies;

**WHEREAS**, the MATC Foundation’s mission is “to support student success and enhance learning by engaging those who are passionate about the MATC and the community it benefits”;

**WHEREAS**, RACM, MATC and the MATC Foundation share a common goal of promoting job training programs in Milwaukee, and the training facility (the “Facility”) for electrical line work to be located on a portion of the Premises (the “Licensed Premises”, as set forth on **Exhibit A**) as contemplated herein will be the first of its kind in Milwaukee, promoting access to good paying jobs for local residents;

**WHEREAS**, RACM, MATC, and the MATC Foundation entered into that certain Cooperation Agreement dated as of March -- 2023] to facilitate the financing and construction of the Facility and memorialize the general terms of operation of MATC’s Electrical Power Distribution / Line Mechanic program (the “Program”) at the Licensed Premises;

**WHEREAS**, consistent with the terms of the Cooperation Agreement, MATC wishes to enter and occupy the Licensed Premises on a temporary basis for the purposes of undertaking the Program at the Facility, with the inaugural class anticipated to commence in August 2023; and

**WHEREAS**, RACM is willing to allow MATC, as a licensee, the right to enter and occupy on a temporary basis the Licensed Premises solely for the purpose of operating the Program under a license (i.e. a personal privilege without MATC possessing any estate or interest in RACM’s real property);

**NOW THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Licensed Premises.**
  - (a) The Licensed Premises. RACM hereby allows MATC a license to enter and occupy the Licensed Premises, which includes the Facility and that certain roadway serving the Premises (the “Access Road”), all as set forth on **Exhibit A** hereto for the limited purpose of MATC operating the Program for the duration of the Term (as hereafter defined). **[To be discussed:** RACM would like to facilitate long-term programming at the Licensed Premises, with an initial commitment of 1 year, plus an option to extend / automatically renew the license on a month-to-month basis thereafter.]
  - (b) **AS-IS, WHERE-IS BASIS.** The Licensed Premises are licensed on an AS-IS, WHERE-IS BASIS, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied.
2. **License.** This is a license giving MATC temporary and qualified entry and occupancy rights solely to the Licensed Premises that are personal privileges, and that shall not be construed as giving MATC any interest or estate in the Licensed Premises whatsoever. This is not a lease or other conveyance of any interest or estate in real property. MATC is not a tenant or lessee.
3. **Term.** The term of this License (the “Term”) shall be for an initial period from January 1, 2023 through December 31, 2024, unless sooner terminated by RACM as set forth herein. The Parties may mutually elect to extend the Term in writing for three (3) additional one (1) year terms based on student demand and available funds for the Program. Notwithstanding the forgoing, this License shall automatically terminate upon the expiration or earlier termination of the Cooperation Agreement.
4. **License Fee.** MATC shall pay a license fee of \$1.00, payable on the first day of the Term, without demand therefor and without setoff or deduction. That fee shall be payable to RACM, and shall be tendered to RACM’s Executive Director (the “Director”) at the notice address for the Director set forth below. MATC agrees, in cooperation with third party vendors and/or third party partners, to conduct site maintenance as further set forth in ¶11. If the Parties agree at a later date that the City will undertake the maintenance as set forth in ¶11, the License Fee will be prorated accordingly by mutual agreement of the parties.

5. **Use.** MATC shall have the right to use and occupy the Licensed Premises (including, without limitation, the Access Road), as a licensee and as a personal privilege, solely for the operation of the Program. Such use must be in compliance with applicable federal, state, and local law, and with the Rules set forth below, and may not be changed without the prior written consent of RACM, any such consent to be granted in RACM' sole discretion.

6. **Compliance with Laws and Regulations.**

- (a) **Comply With Laws.** MATC shall, at its sole cost and expense, comply with, and cause anyone claiming by, through, or under MATC to comply with, any and all laws, statutes, ordinances and regulations, federal, state, county, or municipal, now or hereafter enforced, or applicable to its respective use, occupancy, improvement of, or existence at, the Licensed Premises.
- (b) **No Hazardous Substances or Contaminants.** MATC shall not (and it shall prohibit anyone claiming by, through, or under MATC to) store, use, discharge or dispose of any hazardous or toxic substances, pollutants or contaminants ("Contaminants") on the Premises other than conventional household items such as cleaning materials which must nonetheless be stored, used, discharged, and disposed of in strict compliance with all applicable federal, state, and local laws, rules, and regulations.
- (c) **No Testing.** MATC may not conduct any geotechnical or environmental testing at the Licensed Premises. In any event, MATC would be required to first obtain RACM's specific prior written approval before conducting any geotechnical or environmental testing or investigation on or at the Licensed Premises, any such approval to be granted in RACM's sole discretion.
- (d) **Responsibility for Environmental Matters.** MATC shall be responsible (i) for remediating any Contaminants or environmental pollution on the Premises, traced to, caused by, or attributable, directly or indirectly, to MATC or to any person or entity using, occupying, or existing at, the Licensed Premises by, through, or under MATC, and (ii) for repairing any damage (environmental, physical, structural, or otherwise) to the Premises caused by, or attributable, directly or indirectly, to MATC or to any person or entity claiming by, through, or under MATC. MATC is not responsible for remediating environmental pollution or Contaminants that existed on the Premises prior to the date hereof.
- (e) **Land Disturbance.** It is contemplated that MATC will work with WE Energies (through a Sub-License (as hereafter defined) or other agreement) to install power poles and lines elements of the Facility; however, any land disturbing or other invasive activities outside of the designated pole-setting practice zone as set forth on **Exhibit A** shall require the prior written approval of RACM, any such approval to be granted in RACM's sole discretion.

7. **MATC's Covenant to Operate; Rules & Regulations.** MATC covenants to operate the Program on the Licensed Premises for the duration of the Term hereof. Without affecting or abridging any of MATC's other duties in this License, MATC will, at its expense, abide by and conform to all rules and regulations from time to time adopted or prescribed by RACM for the use, operation, and/or management of the Licensed Premises (the "Rules") which initial Rules are as follows:

- (a) Commencing on August 1 2023, pursuant to the applicable Program schedule, operate the Program at the Facility at least one day per week, from 8:00 a.m. through 5:00 p.m., A written copy of the Program schedule and/or class syllabus shall be provided to RACM no later than ten (10) days prior to commencement of each semester of the Program at the Facility.
  - (1) At least thirty (30) day prior to the start of each semester of the Program, MATC will provide RACM, in writing, a summary of programmatic commitments for that semester.
  - (2) In the event that MATC or RACM wishes to use the Licensed Premises for an event outside of the Program activities contemplated herein, the party wishing to use the Licensed Premises shall provide the other party not less than 10 days prior notice of such event, any such event being subject to the other party's reasonable prior approval (which may be granted via email); such approval shall not be unreasonably delayed, conditioned or withheld.
- (b) Remove paper and trash from the License Premises on a daily basis, and from sidewalks and Licensed Premises periphery as needed, and as per any applicable City ordinance and regulations.
- (c) As applicable, engage an entity or contractor to regularly pick-up and dispose of all waste, trash, and garbage from the Licensed Premises.
- (d) Remove snow and ice from the entire width of the access drive and sidewalks that adjoin the Licensed Premises. Sand or salt Licensed Premises and adjoining access drive and sidewalks as needed.
- (e) Prohibit motorized vehicles from generally entering onto the Premises post-construction (except to the extent required to facilitate the Program), and prohibit vehicular parking on the Licensed Premises (there is no parking lot on the Licensed Premises).
- (f) Promptly remove any graffiti from the Licensed Premises.
- (g) Upon the Director's request, inspect or tour the Licensed Premises with representatives of the City or RACM.
- (h) Any other requirements for licenses and/or other permits or approvals are the sole responsibility of MATC.
- (i) If MATC requires any waiver or insurance from any Sub-Licensee under any Sub-Agreement (as such terms are hereafter defined), or otherwise, MATC shall require that any waiver of liability against, and any insurance, also specifically run to the benefit of RACM and the City of Milwaukee.

- (j) When MATC students enter the Licensed Premises, they shall be supervised by MATC faculty at all times.
- (k) Secure Licensed Premises at all times and prohibit any unauthorized access.

8. **Improvements by MATC.** After obtaining the Director's approval of MATC's plans and specifications ("Plans and Specs") (see ¶9 below) with respect thereto, construct and install certain improvements at the Licensed Premises to create an electric line training facility, including, without limitation, power poles and lines, as per the drawing attached hereto as Exhibit B (the "Improvements"). All work is to be done in a safe and good and workmanlike manner. MATC is to be solely responsible for such Improvements and consequences relating thereto.

Upon expiration or earlier termination of this License, unless RACM agrees otherwise directs in writing, MATC shall remove all Improvements, and leave the Licensed Premises in an undamaged condition. This removal includes, but is not limited to, MATC removing all power poles and lines as well as any other infrastructure installed by MATC, reseeding the grass, and then repairing any other damage associated therewith. For the avoidance of doubt, the Access Road shall remain on the Premises.

Any contract entered into by MATC concerning the work as set forth on **Exhibit B** shall be between MATC (not the City or RACM) and the particular contractor (however, as per ¶ 9, RACM shall have review rights, as per ¶ 17, RACM shall have audit rights, and, RACM shall be deemed a non-recourse third-party beneficiary), and shall be paid for by MATC with its resources or with money it obtains. Hence, neither RACM nor City will be making, entering into, or negotiating, any of those contracts, and, those contracts will be contracts of MATC.

9. **Plans and Specs; Budget; Permits.** No later than 60 days prior to the start of the Program, MATC shall submit to RACM Plans and Specs for the Improvements that MATC intends to install at the Licensed Premises as part of the Facility, project budget (including "source and use of funds" for the project), and installation time-line. Any such MATC work requires, as a condition precedent:

- (a) MATC obtaining the Director's express prior written approval of the Plans and Specs and budget (including "source and use of funds" data), for the particular work at issue;
- (b) MATC obtaining any requisite federal, state, and local permits and approvals to undertake the respective work and to improve the Licensed Premises as required.

To the extent applicable and upon RACM's request, MATC shall also provide to RACM, final, as-built plans and specs, and architect drawings, any change orders, and lien waivers from each contractor and subcontractor who performed work or labor, or provided services, materials, or supplies regarding the respective work.

MATC covenants to construct the Improvements and undertake the respective work in strict accordance with the Plans and Specs approved by RACM. No change in the placement of the improvements or the material composition thereof as indicated on any RACM-approved Plans and Specs may be made without the prior written consent of RACM, which shall not be unreasonably

withheld. For the avoidance of doubt, RACM's approval of the Plans and Specs does create any warranty or guaranty as to the accuracy, code compliance, or sufficiency of such Plans and Specs, and RACM shall incur no liability or other obligation in connection with such approval.

10. **Mortgages, Construction Liens, Title Insurance.** MATC does not have any estate or interest in the Premises. MATC shall not have the right to mortgage, pledge as collateral, or hypothecate its interest under this License, or any interest in the Licensed Premises (or any part thereof), or in any buildings or improvements at the Licensed Premises, without the prior written consent of RACM.

MATC shall take all actions and precautions required to ensure that the Licensed Premises do not become attached by, or with, any lien, including, but not limited to, any construction liens, or liens of or by any laborer, contractor, subcontractor, materialman, or supplier (including any lien under Subch. I of Wis. Stat. Ch. 779) to the extent that the underlying basis for such lien relates to MATC's (or anyone claiming by, through, or under MATC) use, improvement, or occupancy of the Licensed Premises. MATC shall indemnify, defend, and hold harmless RACM and the Licensed Premises of, from, and against, any such lien that may attach, or be asserted against, the Licensed Premises, together with all costs in connection therewith to the extent that the underlying basis for any such lien relates to MATC's (or anyone claiming by, through, or under MATC) use, improvement, or occupancy of the Licensed Premises.

RACM may require MATC, at MATC's expense, to provide evidence that no lien (including mechanics or contractors liens, or other liens under Subch. I of Wis. Stat. Ch. 779) has been asserted against, or has attached to, the Licensed Premises.

11. **Maintenance Responsibilities.** MATC, through third party vendors and/or third party partners as set forth in ¶4, shall be responsible for repairing and maintaining the Access Road serving the Premises as well as repairing and maintaining the Licensed Premises and all improvements located thereon, including all improvements to be built by MATC thereon. The foregoing expressly includes all capital repairs and all routine and nonroutine repairs to any improvements that MATC makes, or causes to be made to the Licensed Premises. Moreover, MATC shall maintain the Licensed Premises itself so that the same will be returned to RACM (at the expiration or earlier termination of this License) in reasonably maintained condition, ordinary wear and tear excepted. MATC's maintenance duties shall include, but not be limited to: (a) those matters referred to in the Rules (see ¶7 above); and (b) garbage pick-up; lawn care; snow and ice removal from public sidewalks and access drive<sup>1</sup>; and, all other common husbandry and maintenance practices. MATC shall also be solely responsible for repairing any damage that it or any of its vendors, Sub-Licensees, contractors, volunteers, directors, officers, agents, students, or invitees causes. MATC shall provide prior written notice to RACM of any repair or maintenance work that is estimated to cost over \$2,000 or that may materially affect the structure or appearance of the Licensed Premises and obtain RACM's prior written approval before undertaking any such repair or maintenance work, any such approval shall be granted in RACM's sole discretion.

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<sup>1</sup> There are no parking lots at the Premises, and MATC shall not install such.

12. **Utilities.** MATC shall be solely responsible for the cost of all utility service provided to or associated with the Licensed Premises, including, if applicable, sewer, water, gas, electric, telephone, cable, trash pickup, etc.

13. **Taxes, Assessments.**

(a) To the extent it is not entitled to exemption under state law, MATC shall pay all taxes, assessments, and charges levied or assessed upon its personal property and trade fixtures on, or at, the Licensed Premises.

(b) MATC shall also be responsible for, and pay, any special charge, special assessment, or special tax that may be levied against the Licensed Premises at any time during the Term, to the extent that the underlying basis for such relates to MATC's (or to anyone claiming by, through or under MATC) use, improvement, or occupancy of the Licensed Premises, or to MATC's Improvements.

14. **Insurance.**

(a) MATC shall, at its expense, obtain and maintain in place during the entire Term, insurance as described in strict compliance with **Exhibit C** attached hereto. MATC shall – as a condition to it being able to use or enter the Licensed Premises - provide to CITY a Certificate of Insurance with RACM and City of Milwaukee named as additional insureds prior to commencement of the Term.

(b) All policies shall be endorsed to protect RACM, City and MATC as their interests may appear. All policies shall be obtained by MATC under valid and enforceable standard form policies issued by responsible insurance companies licensed to do business in the State of Wisconsin. Certificates and actual policies evidencing insurance coverage shall be provided to RACM. The insurance company shall be required to provide RACM and City with 30-day written notice of any cancellation, non-renewal, or material change in the coverage required or provided hereunder.

15. **Breach and No Waiver; Indemnification and Waiver of Subrogation.**

(a) *Breach and No Waiver.* In the event of a MATC's breach of this License, RACM shall have the right to terminate this License upon 20 days' prior written notice (and an opportunity to cure any deficiency within such notice period), as well as all rights at law and in equity against MATC. For the avoidance of doubt, RACM and MATC retain their respective rights under Wis. Stat. 893.80. No delay, waiver, omission or forbearance on the part of RACM to exercise any right, option, duty or power arising out of any breach or default by MATC of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by RACM of such right, option, or power, as against RACM for any subsequent breach or default by MATC.

(b) *Indemnification and Waiver of Subrogation.* In addition to any liability MATC may have to RACM as a result of MATC's breach of any of its duties hereunder, to the extent permitted

under applicable state law, including but not limited to Wisconsin Statutes s. 893.80, MATC expressly agrees to indemnify, defend, and save RACM and City harmless from and against any and all loss, claim, or expense, and from any and all damage or injury to persons (including death), property, or business (a) sustained in or about, or to, the Licensed Premises, and (b) resulting from or to the extent caused by the intentional acts or omissions, or the negligence (i) of MATC, its employees, officers, directors, volunteers, agents, contractors, or students, or (ii) of any occupant of the Licensed Premises or anyone claiming by, through, or under MATC (including, but not limited to, any Sub-Licensee), or (iii) of any invitee at the Licensed Premises. And, to the extent permitted under applicable state law, including but not limited to Wisconsin Statutes s. 893.80, MATC also agrees to indemnify, defend, and save harmless RACM and City from and against any and all loss, claim, or expense that may be asserted against either RACM or City by any Sub-Licensee of MATC, or by any invitee of MATC or of any Sub-Licensee. RACM and City, respectively, hereby waive any and all rights of recovery against MATC for any loss, damage, injury, or death to the extent, RACM or City, respectively, receive payment for such by virtue of the insurance carried by MATC hereunder. It is understood that that waiver applies to any loss, injury, death, or damage regardless of the cause – but only to the extent that RACM or City, as the case may be, actually collects insurance dollars. If the amount so actually collected is less than the total loss or damage to City or RACM, respectively, then City’s or RACM’s respective waiver shall only be a partial one.

16. **RACM and City Entry Rights.** RACM and City each has the right, without notice, to enter the Licensed Premises and to inspect any part of the Licensed Premises at any time. In addition, RACM and City have the right to be on the Premises to observe and/or monitor the construction of any improvements on the Licensed Premises and/or maintenance of the Access Road. City’s and RACM’s entry to be conducted in such a way so as to reasonably minimize interference or disruption of MATC’s lawful use and occupancy of the Premises. In addition to the foregoing, City also expressly retains (and does not waive) all rights available to it at law to enter and inspect or occupy the Licensed Premises (or any part thereof) (including, but not limited to, all legal rights of City’s building inspectors, health inspectors, fire inspectors, electrical inspectors, assessors, fire and police personnel, etc. to enter and inspect and to conduct their respective governmental duties).

In the event RACM determines, as a result of any inspection by RACM or City, that MATC’s contractors or subcontractors are not constructing the improvements in accordance with the RACM-approved Plans and Specs, RACM shall promptly notify MATC of such, and MATC, as soon as possible, shall require its contractors or subcontractors to remedy such noncompliance. Or if RACM determines that any Sub-Licensee of MATC is not complying with the Rules or with applicable laws and regulations, RACM shall notify MATC of such, and MATC, as soon as possible, shall require its Sub-Licensee to remedy such noncompliance

17. **RACM Audit Rights.** At any time during normal business hours, as often as RACM or the City may request and upon reasonable notice, there shall be made available to RACM (and its representatives, agents and auditors) for examination, all of MATC’s records and, if applicable, any Sub-Licensee’s records with respect to the matters covered by this License.

18. **Defaults and Remedies.**



MATC shall be in default hereunder:

- (a) if MATC fails to perform any of its covenants or duties under this License and such failure is not cured by MATC (i) with all due dispatch after written notice from RACM to MATC if the failure jeopardizes health, safety or welfare and poses a substantial immediate threat of danger or injury; and (ii) in all other cases, within 20 days after written notice from RACM to MATC (or if such failure is not of a type that can reasonably be corrected within 20 days, then if MATC fails to commence promptly and proceed with due diligence to correct such failure);
- (b) If MATC fails to commence the Program at the Facility by September 1, 2023, RACM may elect to terminate this License upon five days' prior notice to MATC and the Parties shall have no further obligations with respect to this License except as otherwise provided in ¶22.

In the event of any default by MATC hereunder, MATC hereby authorizes and empowers RACM to exercise any right or remedy available to RACM under Wisconsin law, or in equity, including, without limitation, (i) the right to terminate this License or take possession of the Licensed Premises without terminating this License, (ii) the right to terminate any right of MATC (or anyone claiming by, through, or under MATC, including, but not limited to, any Sub-Licensee) to use, enter or occupy the Licensed Premises or any part thereof, (iii) the right, if RACM removes MATC (or anyone claiming by, through, or under MATC) from the Licensed Premises, to store the Improvements or personal property of MATC (or anyone claiming by, through, or under MATC) in a public warehouse at the sole cost of MATC.

19. **Condemnation or Damage of Licensed Premises.** If the Licensed Premises (or a part thereof), at any time during the Term, get condemned by any public authority with the power of eminent domain (or are voluntarily transferred in lieu of, or under threat of, condemnation), or if the Licensed Premises are damaged in whole or in part by fire or some other cause so as to render - in RACM's reasonable opinion - all or any significant portion of the Licensed Premises unfit for the continued use and purpose of MATC, and for the carrying out of MATC's operations and business at the Licensed Premises, RACM may terminate this License. In any event, RACM shall be entitled to the entire amount of the proceeds from any condemnation award or insurance, providing, however, that MATC shall be entitled to any insurance directly relating to the Improvements and MATC's Personal Property (as hereinafter defined). MATC expressly waives any claim for damage or compensation from RACM. Notwithstanding anything to the contrary contained herein, however, if the Licensed Premises or any part thereof are damaged by act, omission, default or negligence of MATC, or anyone claiming by, through, or under MATC (including MATC's agents, employees, officers, directors, volunteers or contractors, MATC's Sub-Licensees, invitees, or students), to the extent repair, expense, or cost associated with such damage is not covered by the insurance required to be maintained by MATC hereunder (or by any insurance that MATC may require any of its Sub-Licensees to carry), MATC shall be fully responsible for repair or restoration at MATC's sole cost and expense.

20. **Right to Enter Sub-Agreements.** MATC may enter into sub-license agreements with third parties (“Sub-Licensees”) in order to facilitate the construction of the Facility and/or the operation of the Program (each such sublicense agreement referred to as a “Sub-Agreement”), providing, however, that: (a) any such Sub-Agreement shall be subordinate and subject to this License, in all respects, terminate upon the termination or expiration of this License, and shall not, in any event, have a term longer than the Term hereof; and (b) each Sub-Licensee must agree, in writing, to the use restrictions, to the “compliance with laws” provisions, and to the Rules (including any amendments that may subsequently be made thereto), and to the non-discrimination provisions of this License; and, they must acknowledge in that writing that they are not subtenants and that they have no estate or interest in the Licensed Premises itself. MATC may not otherwise assign this License or any interest herein, and it may not convey or hypothecate any interest in the Licensed Premises.

21. **Fixtures and Personal Property.** Subject to the terms hereof, in addition to the installation of the Improvements contemplated hereunder, MATC may also install and affix to the Premises any such trade fixtures, moveable equipment and personal property as MATC may deem desirable, which shall remain MATC’s sole property, and which shall always be deemed MATC’s personal property (herein called “Personal Property”). MATC shall have the right at any time during the Term of this License, to remove or change, at MATC’s sole expense, any of its Personal Property, provided that, in all cases, MATC shall, at its expense, promptly repair any damage caused by or attributable to any removal or change by MATC of any of its Personal Property.

22. **Termination of Agreement.** Notwithstanding anything to the contrary herein, RACM may terminate this License for any reason and without cause upon 25 days’ prior written notice; provided, however, that RACM shall reasonably accommodate any request from MATC to undertake the remaining Program activities at the Licensed Premises in accordance with the applicable Program schedule and/or class syllabus for the then applicable school year.

Upon the expiration or earlier termination of this License, MATC shall peaceably and quietly deliver, yield up, and surrender possession of the Premises to RACM. MATC shall remove from the Premises upon expiration or termination, and be responsible for, all Sub-Licensees and their property, and all other Personal Property situated on the Premises, and leave the Premises in a “broom-clean” condition (meaning that the poles and lines and any other infrastructure shall be removed, and the grass shall be reseeded). Any property not so removed shall, at RACM’s option, either be stored on-site or off-site at MATC’s expense. Notwithstanding the foregoing, if RACM terminates this Agreement without cause, MATC’s property removal costs shall be limited to the not-to-exceed amount of \$5,000.00

23. **Waiver.** No delay, waiver, omission or forbearance on the part of either party to exercise any right, option, duty or power arising out of any breach or default by the other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power, as against the other party for any subsequent breach or default by that party.

24. **Applicable Law; Governing Law.** All work and programming contemplated under this License shall be performed and conducted in accordance with applicable law and with requisite permits.

This License is governed by Wisconsin law. If any term or provision of this License shall to any extent be declared invalid or unenforceable then the remainder of this License shall not be affected thereby and each term and provision of the License shall be valid and be enforced to the fullest extent permitted by applicable law.

25. **Notices.** Any notice required or permitted under this License may be personally served or given and shall be deemed sufficiently given or served if sent by United States mail, with postage prepaid thereon, to the respective addresses set forth below, or if sent by fax or e-mail to the respective fax number or e-mail address set forth below. Either party may by like notice at any time, and from time to time, designate a different address, fax, or e-mail to which notices shall be sent. Notices given in accordance with these provisions shall be deemed given and received (a) when personally served, or (b) if faxed or e-mailed during business days (M-F, excluding legal holidays) during business hours (8:30 a.m.- 4:30 p.m.) on days when Milwaukee's City Hall is open for business, when faxed or e-mailed (provided that a confirmation of receipt of any such fax or email is received by sender), or (c) if mailed, three days after the postmark on such notice, in accordance with this section.

To RACM:                    RACM Executive Director  
                                  809 North Broadway, Second Floor  
                                  Milwaukee, WI 53202  
                                  Phone:  
                                  E-mail:

To MATC:                    Milwaukee Area Technical College  
                                  700 West State Street  
                                  Milwaukee, WI 53233  
                                  Attention:     Office of General Counsel

26. **Director.** Unless otherwise expressly provided for herein, all submissions to RACM, and all approvals or consents required to be obtained from RACM, hereunder, shall, respectively, be submitted to, or obtained from, as the case may be, the Executive Director of RACM or his or her designee.

27. **Severability.** The provisions of this License are severable such that the invalidity or unenforceability of a provision does not affect other provisions of this License.

28. **Captions.** The captions in this License are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.

29. **Binding Effect.** The terms and conditions of this License shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

30. **Amendment.** Any changes to this License shall be through a written amendment signed by authorized representatives of the parties.

31. **Signage; Brochures.** MATC, at its expense, agrees to install on the Licensed Premises, a plaque, and signage in size, form, building material, and location agreed to by RACM and MATC, that acknowledges or evidences RACM's ownership of the Licensed Premises. MATC also agrees to include, upon RACM's request, on any of its brochures advertising MATC's operations or programs at the Premises evidence of RACM ownership of the Premises.

32. **Fax Signatures and Counterparts.** This License may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document. Facsimile and/or email-PDF copies of signatures shall be accepted as originals.

33. **Non-Discrimination; Compliance with Law.** MATC shall not (and shall cause any Sub-Licensees not to) discriminate against any qualified employee or qualified applicant for employment or program applicant because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. MATC shall comply with applicable federal, state and local laws

34. **Open Records.** This License and certain documents relating thereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected under this License). MATC shall keep accurate, full and complete records, books and accounts with respect to: this License; MATC's duties hereunder; and the Premises. Each of MATC's such records, books and accounts (herein called "MA's Books") shall be retained for seven years from the date of their original creation. MATC's expense and account data shall be maintained in accordance with generally accepted accounting principles consistently applied. MATC agrees to cooperate with RACM in the event RACM receives a request under Wisconsin's Open Records Law for this License or for any record relating to, or produced or collected under, this License.

35. **Authorized Signatures.** The parties represent to each other that their respective signatories have been duly authorized to execute this document on their respective behalf.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

**REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**MILWAUKEE AREA TECHNICAL COLLEGE**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A: Map of Licensed Premises  
EXHIBIT B: Description of Improvements  
EXHIBIT C: Insurance

**Exhibit A**  
**Map of Licensed Premises**

**Exhibit B**  
**Description of Improvements**



**Exhibit C**

**Insurance**

Insurance certificates must be sent for inspection and approval prior to commencement of the Term of this License to: [ ], City of Milwaukee, 809 North Broadway, Milwaukee, WI 53202-3617 or by facsimile to (414) 286-0395.

**TYPE OF INSURANCE**

**LIMITS**

**Workers' Compensation**

Statutory limits

**Employers Liability**

Bodily Injury by Accident  
Bodily Injury by Disease

Each Accident \$100,000  
Each Employee \$100,000  
Policy Limit \$500,000

**Public Liability**

A Comprehensive General or Commercial General Insuring Agreement that provides:

**\*Occurrence Coverage\***

Premises/Operations Protection  
Products Completed Operations Protection  
Independent Contractors (owners, contractors protective coverage)  
Contractual Liability for Risks Assumed to this license

**NOTE:** If claims made coverage is provided, the policy must be amended so all protected occurrences are covered regardless of when the claim is made.

Bodily Injury/Property Damage

Each occurrence \$1,000,000  
General occurrence \$1,000,000  
Products/completed operation aggregate \$2,000,000

**Automobile**

Business Auto Policy that provides:

Liability coverage for all owned, non-owned and hired vehicles  
Sudden and Accidental Pollution Coverage  
Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980

**Property.**

Insurance against fire, theft, and extended coverage risks (all hazards included within the term “all risks coverage”), with extended coverage, vandalism, and malicious mischief endorsements, covering the land, improvements, and fixtures at the Premises, *in an amount equal to at least the full replacement cost thereof*, including a replacement clause endorsement (actual replacement value without deduction for physical depreciation), and sufficient to avoid all coinsurance provisions of such insurance policy.

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE and THE CITY OF MILWAUKEE MUST BE NAMED AS ADDITIONAL INSURED PARTIES ON THE POLICY.**