

This Agreement is made between the Mississippi River Parkway Commission (“Client”) and Pilch & Barnet, Inc. (“Contractor”) in Madison, Wisconsin.

1. Services to be Performed

Contractor agrees to perform the services described in Exhibit A and annual work plan, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay contractor \$6,000 per month for contracted period of five years, beginning January 1, 2014, with a one year renewal option.

3. Terms of Payment

Client agrees to pay contractor \$6,000 per month.

4. Late Fees

Late payments by Client may be subject to a late penalty of 2 percent per month from the due date until the amount is paid.

5. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

6. Materials

Contractor will furnish all materials and equipment used to provide the services required by this Agreement. Exceptions to this are slated in Exhibit A.

7. Releases

Client shall obtain all necessary copyright permissions and privacy releases for materials included in the designs at Client’s request. Client shall indemnify Contractor against all claims and expenses, including reasonable attorney fees, due to Client’s failure to obtain such permissions for releases.

8. Terms of Agreement

This Agreement will become effective when signed by both parties and will terminate on the either of:

- a. the date Contractor completes the services required by this Agreement
- b. the date Client or Contractor terminates this Agreement as provided below

9. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 90 days written notice of termination. Contractor will continue to provide services for the remaining 90 days post notice.

10. Independent Contractor Status

Contractor is an independent contractor, not Client's employee. Contractor's employees or subcontractors are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationships:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed subject to Client's approved policies and procedure.
- c. Contractor has the right to hire assistants as subcontractors, or to use employees to provide services required by this Agreement. Contractor assumes full responsibility for all acts of subcontractors and employees.
- d. Contractor or Contractor's employees or subcontractors shall perform the series required by this Agreement; Client shall not hire, supervise or pay any assistants to help Contractor.
- e. Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- f. Contractor and its employees shall have no authority to bind or make commitments on behalf of Client for any purpose and not hold itself as having such authority.
- g. Client funds will not be co-mingled with Contractor accounts.

11. Local, State and Federal Taxes

Contractor shall pay all income taxes and FICA (Social Security and Medicare) taxes incurred while performing services under this Agreement. Client will not:

- a. withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf, or
- b. withhold state or federal income tax from Contractor's payments.

12. Exclusive Agreement

This entire Agreement between Contractor and Client. See Exhibit A.

13. Modifying the Agreement

Client and Contractor recognize that:

- a. Contractor's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Contractor when this Agreement was made
- b. Client may desire a mid-project change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or,

- c. Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.
Client and Contractor have to the option to request modification to the proposed work agreement in writing 90 days in advance of any proposed changes at which time such modifications shall be signed by both parties and added to this Agreement in accordance with the Client's bylaws.

14. Resolving Disputes

If a dispute arises under this Agreement both the Client and Contractor agree that dispute be resolved through mediation and/or arbitration, if not, either party may take the other to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, cost and expenses in addition to any other relief.

15. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below. Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damages resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSILITY OF SUCH DAMAGES.

16. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- a. when delivered personally to the recipients address as stated in this Agreement
- b. three (3) days after being sent by U.S. Postal Service Certified Mail or other delivery service that requires signature of recipient with postage prepaid to the recipient's address as stated in this Agreement, or
- c. when sent by fax or electronic mail to the last known number or email address of the recipient. Notice is effective upon receipt provided that a duplicate copy of the notice is delivered promptly by USPS Certified Mail or other delivery service that requires

signature of recipient, or the recipient delivers a written confirmation of receipt.

17. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

18. Applicable Law

This Agreement will be governed by the laws of the State of Wisconsin.

Signatures

Client: Mississippi River Parkway Commission

By: _____ Signature

_____ [Print Name]

Title: _____ Date: _____

Contractor: Pilch & Barnet, Inc

Employer Identification #: 20-2046032

By: _____ Signature

Lyn Pilch

Date: _____

By: _____ Signature

Susanne Thiede-Barnet

Date: _____