



# Tenant Application Guidebook

Table of Contents	Page
Welcome.....	2
Incubator Overview .....	2
Entrance Policy .....	2
Graduation Policy .....	2
PBII Investments and Expectations.....	2
Available Revolving Loan Funds .....	2
Building Fact Sheet & Lease Rates .....	3
Revolving Loan Fund Overview .....	4
Business Start-up Resources .....	5
Sample Forms .....	6
Incubator Tenant Application.....	7
Two Page Business Plan .....	10
Environmental Questions .....	12
General Credit Release Form .....	13
Personal Financial Statement .....	14
Sample Lease .....	17



## Welcome!

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Thank you for your interest in the Platteville Business Incubator, Inc. This document provides all the details needed for interested applicants to apply for admission. Included in this document is a sample of the forms and online fillable PDF are available on the website. We welcome your questions at anytime by calling (609) 348-2758. We are located at 52 Means Drive, Suite 100, Platteville, WI 53818.

### **PBII Entrance Policy**

The following guidelines will be considered for admission of tenants to PBII:

1. Enough funding to pay for space and services.
2. Potential for growth.
3. Potential for job creation.
4. Business plan or business plan framework.
5. For-profit business preferred. Non-profits will be considered on a case-by-case basis.
6. The business is suitable to the area and to the incubator.
7. They are seeking an entrepreneurial community that will provide advice and counsel.

Applications are reviewed by the Board of Directors on an ongoing basis.

### **PBII Graduation Policy**

It is the policy of the PBII Board of Directors to graduate tenant businesses within three to five years of entering the incubator. However, the Board will review tenants on a case-by-case basis to determine what is in the best interest of the client and the economic interests and mission of the incubator.

### **PBII Investments and Expectations**

We invest by offering:

- Low cost office, manufacturing and kitchen space
- Business planning assistance
- Business coaching and mentorship
- Low interest loans
- Networking opportunities

In exchange for our investment, we expect our participating businesses to:

- Develop and regularly update a business plan
- Seek out and participate in business coaching (with the understanding that they have final authority and responsibility for their business)
- Report periodically on requested metrics
- Commit to launching the business into the Platteville community

### **Available Revolving Loan Funds**

Tenants of the Platteville Business Incubator are eligible to apply for low-cost, short-term loans during the first three years of their lease. These funds can be used for startup costs, working capital or professional services. The loan term of 3 years or less allows the tenant to obtain financing while at the incubator, build credit and pay off the loan prior to incubator graduation.



## Building Fact Sheet

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- BUILDING DIMENSIONS** - The building is 100 feet wide by 260 feet long, 26,000 sq. ft. total. Approximately 18,700 sq. ft. is leasable space and 7,300 sq. ft. is common space. Common space, such as: hallways, restrooms, conference room, breakroom and reception area.
- LEASABLE SPACE** - Leasable space divided into the following modules. Many spaces can be refitted to meet the tenants needs.

<b>Suite 101A</b>	170 sq. ft. office	<b>Suite 110</b>	2,905 sq. ft. industrial
<b>Suite 101B</b>	275 sq. ft. office	<b>Suite 112</b>	1,900 sq. ft. industrial
<b>Suite 101C</b>	185 sq. ft. office	<b>Suite 114A</b>	175 sq. ft. office
<b>Suite 101D</b>	342 sq. ft. office	<b>Suite 114B</b>	194 sq. ft. office
<b>Suite 101E</b>	195 sq. ft. storage	<b>Suite 114C</b>	260 sq. ft. office
<b>Suite 102A</b>	600 sq. ft. office	<b>Suite 114 E</b>	245 sq. ft. office/reception
<b>Suite 103A</b>	764 sq. ft. office	<b>Suite 115A</b>	285 sq. ft. office
<b>Suite 103B</b>	468 sq. ft. office	<b>Suite 115B</b>	174 sq. ft. office
<b>Suite 104</b>	224 sq. ft. office	<b>Suite 115C</b>	224 sq. ft. office
<b>Suite 105</b>	480 sq. ft. office	<b>Suite 115D</b>	224 sq. ft. office
<b>Suite 106A</b>	2,600 sq. ft. day care	<b>Suite 115E</b>	380 sq. ft. office
<b>Suite 106B</b>	135 sq. ft. office	<b>Suite 118</b>	3,813 sq. ft. office
<b>Suite 106C</b>	135 sq. ft. office	<b>Suite 122</b>	300 sq. ft. commercial kitchen
<b>Suite 109</b>	190 sq. ft. office		

Suites 110 and 112 are separated by an overhead door and may be combined.

- FIBER OPTIC INTERNET**
- HEATING** – Units are heated with natural gas overhead forced air units.
- ELECTRICITY** – Service to the building is 800 Amps. Each unit 120V-208 3 phase.
- COMMUNICATIONS** – Each unit has 25 pair phone wire and cable for TV.
- TELEPHONE SYSTEM** – Norstar Modular Integrated Communications system (ICS), Expandable phone system, Voice Mail system, Auto-Attendant capability and Remote Access Device provided
- PARKING** - 65 plus parking spaces for employee use; plus 3 dedicated visitor parking spaces and handicapped parking spaces.
- BUILDING** - Pre-engineered metal building.
- LOADING DOCKS** - One at grade level and two below grade.
- LEASE RATES:**

<b>Manufacturing Monthly Rates</b>		<b>Office Monthly Rates</b>	
1 <sup>st</sup> year	\$.42/sq. ft.	1 <sup>st</sup> year	\$.54/sq. ft.
2 <sup>nd</sup> year	\$.49/sq. ft.	2 <sup>nd</sup> year	\$.63/sq. ft.
Anchor	\$.52/sq. ft.	Anchor	\$.69/sq. ft.
3 <sup>rd</sup> year	\$.56/sq. ft.	3 <sup>rd</sup> year	\$.72/sq. ft.
4 <sup>th</sup> year	\$.63/sq. ft.	4 <sup>th</sup> year	\$.81/sq. ft.
5 <sup>th</sup> year	\$.70/sq. ft.	5 <sup>th</sup> year	\$.90/sq. ft.
6 <sup>th</sup> year	\$.77/sq. ft.	6 <sup>th</sup> year	\$.99/sq. ft.

Lease rates are subject to change.



## Revolving Loan Fund Overview

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**Purpose of the fund:** The revolving loan fund will be used to assist tenants with start-up expenses during the first three years of operations of the applicant business. The fund is not intended to provide long-term financing for operations. It is intended for tenants, when they graduate out of the facility, to be free of all RLF debt to the incubator so that financing from other sources can be obtained. The fund will provide shorter term loans for tenant borrowers. The loan funds may be used for:

- (1) The purchase of inventory and supplies used in the business,
- (2) Other working capital needs to cover short term operating expenses,
- (3) "Soft costs" for the procurement of professional services from third—parties, and
- (4) The purchase of equipment and furnishings used in the incubator business operation.  
*An example of equipment purchases for which the use of the fund is suitable is the purchase of computer and other electronic equipment that have an asset life similar to the loan terms.*

**Term of loans:** All loans will carry an initial term of not more than three years. The maximum terms are designed to coincide with the average expected residency of incubator tenants. Loans used for working capital will have shorter terms to generally match the operating cycle of the borrower. Loan terms will be determined on a case-by-case basis, depending on the needs of the borrower, their ability to repay the loan within the prescribed time frame, and the security for the loan.

Loans may carry an amortization longer than the term when deemed in the best interests of the borrower. These can be refinanced by the incubator board of directors, *if* it is necessary, if funds are available for the purpose, and if the business remains a tenant of the facility. The uses of balloon payments, however, are not desirable and are expected to be rare. The board desires to have as much flexibility as possible when establishing payment schedules. Such schedules may involve the use of deferrals when it serves the interests of the borrower.

**Interest rate:** Interest rates will depend on the specific use of the loan funds, as follows:

- Working capital, including inventory and supplies: equal to the prime rate
- Soft costs for the purchase of third—party professional services: prime -- 2 to prime
- Equipment loans (term of three years): prime minus two points

Rates are determined at the time of loan approval. The prime rate shall be as determined by money centers and published in the Wall Street Journal. Rates shall be fixed for the life of the loan.

**Size of loans:** The average sizes of loans are expected to be between \$3,500 and \$7,500. The minimum loan amount shall be \$1,000. The maximum loan amount shall be \$10,000.

**Equity requirements:** The borrower is expected to provide some equity contribution the project.

**Job Creation:** There shall be no minimum requirements for job creation to qualify for an RLF loan.

**Security for loans:** All loans will be secured by general business security agreements, personal guarantees, and UCC filings. Collateral may include intangibles which can be pledged or otherwise encumbered. The RLF may subordinate the RLF loan to primary lenders when necessary to do so.



## Business Start-up Resources

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### Regional Support:

- **Platteville Business Incubator** – [www.pbii.org](http://www.pbii.org) provides low cost space and support for start-up businesses.
- **Platteville Area Industrial Development Corporation (PAIDC)** – [www.plattevilleindustry.com](http://www.plattevilleindustry.com) assists industrial and large commercial projects with site selection and financial assistance.
- **Platteville Regional Chamber**- [www.platteville.com](http://www.platteville.com) provides networking and education opportunities for area businesses. The Chamber of Commerce also serves as the tourism entity for the region.
- **Main Street Program** – [www.plattevillemainstreet.com](http://www.plattevillemainstreet.com) assists with business development, marketing and building rehabilitation in the historic downtown area.
- **City of Platteville** – [www.platteville.org](http://www.platteville.org) assists with building and licensing regulations in the community. The City's Redevelopment Authority (RDA) offers grants and loans to business for building improvements the downtown area.
- **Grant County Economic Development Corporation** – [www.grantcount.org/economic-development](http://www.grantcount.org/economic-development) assists with site selection, loans and regional resources.
- **Grant County** - [www.grantcounty.org](http://www.grantcounty.org) offers information on labor force, industrial parks, available buildings, revolving loan funds, local business assistance and resources, plus so much more.

### State and National Support:

- **Wisconsin Department of Commerce** - [www.commerce.state.wi.us](http://www.commerce.state.wi.us) provides business owners with information on starting, financing, and expanding your small business. There is also a great section on technical resources.
- **Wisconsin Economic Development Corporation** – [www.weda.org](http://www.weda.org) oversees state-based economic development resources, including financial assistance, investor networks, exporting
- **Wisconsin Small Business Development Center** - [www.wisconsinsbdc.org](http://www.wisconsinsbdc.org) offers one-to-one counseling and programs and workshops.
- **Wisconsin Women's Business Initiative Corporation** – [www.wwbic.com](http://www.wwbic.com) provides planning assistance and start-up capital to new businesses.
- **Small Business Administration** - [www.sbaonline.sba.gov](http://www.sbaonline.sba.gov) leads you through starting, financing, and managing a small business.
- **Small Business Help Center** - [www.helpbizowners.com](http://www.helpbizowners.com) provides information on a variety of topics including management, finance, franchising, marketing and more.
- **Entrepreneur** - [www.entrepreneur.com](http://www.entrepreneur.com) online magazine offering information on starting a business, money and finance, as well as sales and marketing. There is also information about e-commerce.



## Sample Forms

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All application forms are available in downloadable fillable PDFs on the [www.pbii.org](http://www.pbii.org) website or in print as requested. The following form samples are in this document:

- Tenant Application Form – Page 7
- Two Page Business Plan – Page 10
- Environmental Impact – Page 12
- General Credit Release – Page 13
- Personal Financial Statement – Page 14
- Sample Lease – Page 17

Other supporting documents required include:

- Most Recent Business Tax Return
- Most Recent Interim Business Financial Statement

Other more detailed business plans or other supporting documentation are welcome.

Completed applications should be emailed to: [Kate@pbii.org](mailto:Kate@pbii.org)

Or delivered to: PBII, 52 Means Drive, Suite 100, Platteville, WI 53818



### Tenant Application Form

1. Owner(s) Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone # \_\_\_\_\_ e-mail \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Tax ID No. \_\_\_\_\_

2. How did you hear about the Incubator? (Please check all that apply)  
 Accountant     Civic Organization     Local Government Official     Realtor  
 Attorney     Chamber of Commerce     Newspaper Ad     SCORE  
 Banker     Existing Tenant     Newspaper Classified     Trade Association  
 Brochure     Former Tenant     Newspaper Radio Story     Other: \_\_\_\_\_

3. Type of business ownership:     Proprietorship     Regular Corporation     LLC  
(Please check one)     Partnership     Sub. Chapter S Corp.     Other

4. Please list names, addresses and phone numbers of partners or major shareholders (20% or more) not listed above.  
a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

5. Is your business?     New     Existing

6. If existing business: How long has it been in existence? \_\_\_\_\_  
Current Space Occupied?    \_\_\_\_\_ Sq. Ft. Warehouse    \_\_\_\_\_ Sq. Ft. Industrial    \_\_\_\_\_ Sq. Ft. Office  
Current No. of Employees?    \_\_\_\_\_ Full-time    \_\_\_\_\_ Part-time  
Approximate Annual Sales?    \_\_\_\_\_ \$0-50,000    \_\_\_\_\_ \$50,001-100,000  
   \_\_\_\_\_ \$100,001-250,000    \_\_\_\_\_ \$250,001-500,000    \_\_\_\_\_ over \$500,000

7. Brief description of business, its products and market:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Why do you want to locate at the Incubator?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. What type and approximately how much space do you need?  
\_\_\_\_\_ Sq. Ft. Office    \_\_\_\_\_ Sq. Ft. Light Manufacturing    \_\_\_\_\_ Sq. Ft. Warehousing



10. When do you need the space? \_\_\_\_\_
11. What are your anticipated expansion needs within the next three years? \_\_\_\_\_
12. How long do you anticipate staying at the incubator? \_\_\_\_\_
13. What are your projected business employment levels:
- |                      |                 |                 |
|----------------------|-----------------|-----------------|
| At time of occupancy | _____ Full-time | _____ Part-time |
| One year later       | _____ Full-time | _____ Part-time |
| Three years later    | _____ Full-time | _____ Part-time |
14. What special equipment or facility requirements do you have (i.e. loading docks, high voltage or special electrical needs, plumbing needs, phone lines, ceiling heights, etc)?
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
15. Check any of the following services you will need:
- |   |  |  |                                       |
|---|--|--|---------------------------------------|
| <input type="checkbox"/> Forklift/Materials | <input type="checkbox"/> Photo Copying         | <input type="checkbox"/> UPS Shipping        | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Conference Room    | <input type="checkbox"/> Furniture             | <input type="checkbox"/> Postage Meter       |                                       |
| <input type="checkbox"/> Fax Service        | <input type="checkbox"/> Management Assistance | <input type="checkbox"/> Prof. Dev./Training |                                       |
16. Do you have a written business plan?  Yes  No  
 Do you need assistance to develop a business plan?  Yes  No
17. What are your initial capitalization plans for your business: (please check one)
- |  |   |
|--|---|
| <input type="checkbox"/> \$0-50,000        | <input type="checkbox"/> \$50,001-100,000 |
| <input type="checkbox"/> \$100,001-500,000 | <input type="checkbox"/> over \$500,000   |
18. Do you need financing for your business? If yes, please briefly explain:
- \_\_\_\_\_
- \_\_\_\_\_
19. Please submit the following information:
- |  |   |
|--|---|
| <input type="checkbox"/> Personal Finance Statement (PBII form)    | <input type="checkbox"/> Most Recent Business Tax Return                  |
| <input type="checkbox"/> Credit Report General Release (PBII form) | <input type="checkbox"/> Most Recent Interim Business Financial Statement |
| <input type="checkbox"/> Two-page Business Plan (PBII form)        |   |
20. Have you or any officers of your company ever been involved in bankruptcy or insolvency proceedings?  
 Yes  No If yes, please provide the details as a separate exhibit.
21. Are you or your business involved in any pending lawsuits?  Yes  No  
 If yes, please provide the details as a separate exhibit.
22. Please list business and personal references including names, addresses, and telephone numbers.
- a. \_\_\_\_\_





b. \_\_\_\_\_

c. \_\_\_\_\_

23. Any other comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please Return to: Platteville Business Incubator, Inc.  
52 Means Drive, Suite 100  
Platteville, WI 53818  
Phone: 608-348-2758  
Fax: 608-348-3426



## Two Page Business Plan

### 1. Customer Problem / Your Solution

What will you sell?

Who will buy it?

Why would people/businesses buy it?

### 2. Business Model

What will you charge and how will you get paid?

How will you distribute?

How else will you make money from this project?

### 3. Competitors

Competitor	Website	Similarities	Differences
------------	---------	--------------	-------------

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a.

b.

c.

What is your competitive advantage? Why will a customer choose you over a competitor?

### 4. Target Market

Who is your customer?

How many of them are there?



## 5. Marketing and Sales

How will customers hear of your business?

How can you encourage repeat business/referrals?

## 6. Management Team/Support Network

Who will carry out the key business activities?

## 7. Financial Summary

Projected expenses for years 1, 2, and 3?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

Projected sales revenue for years 1, 2, and 3?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

What number of customers for years 1, 2 and 3?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

What funding is required and what are the sources for funding?

## 8. Potential Obstacles

What potential obstacles or challenges do you anticipate?

a.

b.

c.

How do you plan to overcome these obstacles?



## Environmental Impact

Note: "Adverse answers to the questionnaire will not necessarily bar you from becoming a tenant of the Platteville Business Incubator. This form is to help us in the evaluation of your proposed project.

1. Will your project have any of the adverse affects listed below? If yes, provide a brief explanation in the space provided.

- |                                      |     |    |
|--------------------------------------|-----|----|
| a. Reduced water quality             | Yes | No |
| b. Reduced air quality               | Yes | No |
| c. Use ozone depleting materials     | Yes | No |
| d. Hazardous or regulated substances | Yes | No |
| e. Excessive noise or dust           | Yes | No |

If yes, describe:

- |   |     |    |
|---|-----|----|
| 2. Are there indications the project will promote inefficient energy utilization? | Yes | No |
| 3. Are all public utilities adequate to serve your proposed project?              | Yes | No |
| 4. Are roads, docks, and parking facilities adequate to meet your needs?          | Yes | No |

To Your knowledge...

- |   |     |    |
|---|-----|----|
| 5. Is your project in compliance with all planning and zoning requirements? | Yes | No |
| 6. Is your project in compliance with industry park protective covenants?   | Yes | No |

If answers to numbers 2 through 6 are "No", please describe:



### General Credit Release

To complete the application process for your tenancy at the Platteville Business Incubator, Inc., we will be obtaining a credit report from a credit reporting agency. They may need to contact you regarding some or all of the following information:

- Date of Birth
- Social Security Number
- Years Married
- Account numbers for bank charge accounts
- Any judgments or bankruptcy information

Since time is of the essence in processing your application, please provide the following information:

CONTACT NAME(S): \_\_\_\_\_  
 CALL AT: Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 BEST TIME TO CALL: A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

Since we may need to obtain some information that requires your written consent, please complete the General Release form below.

To whom it may concern:

I/We hereby authorize you to release for verification purposes, information concerning:

- Employment history, dates, title, income, etc.
- Banking and savings account record
- Mortgage loan rating
- Any information deemed necessary regarding a credit report

This information is for confidential use in leasing business space.

A photographic, carbon, or faxed copy of this authorization [being photographic, carbon, or faxed copy of the signature(s)] may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt reply will help facilitate processing the lease. Thank you.

_____	_____	_____
Name	Dated	Social Security Number
_____	_____	_____
Name	Dated	Social Security Number



U.S. SMALL BUSINESS ADMINISTRATION

OMB APPROVAL NO. 3245-0188  
EXPIRATION DATE: 8/31/2011

**PERSONAL FINANCIAL STATEMENT**

As of \_\_\_\_\_, \_\_\_\_\_

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name	Business Phone
Residence Address	Residence Phone
City, State, & Zip Code	
Business Name of Applicant/Borrower	

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on hand & in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable to Banks and Others	\$ _____
IRA or Other Retirement Account	\$ _____	(Describe in Section 2)	
Accounts & Notes Receivable	\$ _____	Installment Account (Auto)	\$ _____
Life Insurance-Cash Surrender Value Only	\$ _____	Mo. Payments \$ _____	
(Complete Section 8)		Installment Account (Other)	\$ _____
Stocks and Bonds	\$ _____	Mo. Payments \$ _____	
(Describe in Section 3)		Loan on Life Insurance	\$ _____
Real Estate	\$ _____	Mortgages on Real Estate	\$ _____
(Describe in Section 4)		(Describe in Section 4)	
Automobile-Present Value	\$ _____	Unpaid Taxes	\$ _____
Other Personal Property	\$ _____	(Describe in Section 6)	
(Describe in Section 5)		Other Liabilities	\$ _____
Other Assets	\$ _____	(Describe in Section 7)	
(Describe in Section 5)		Total Liabilities	\$ _____
<b>Total</b>	\$ _____	Net Worth	\$ _____
		<b>Total</b>	\$ _____

Section 1. Source of Income	Contingent Liabilities
Salary	As Endorser or Co-Maker
Net Investment Income	Legal Claims & Judgments
Real Estate Income	Provision for Federal Income Tax
Other Income (Describe below)*	Other Special Debt

Description of Other Income in Section 1.

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\*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).					
Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value
Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)					
		Property A	Property B	Property C	
Type of Property					
Address					
Date Purchased					
Original Cost					
Present Market Value					
Name & Address of Mortgage Holder					
Mortgage Account Number					
Mortgage Balance					
Amount of Payment per Month/Year					
Status of Mortgage					
Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)					
Section 6. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)					
Section 7. Other Liabilities. (Describe in detail.)					
Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)					
I authorize SBA/Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).					
Signature:		Date:	Social Security Number:		
Signature:		Date:	Social Security Number:		
PLEASE NOTE: The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U.S. Small Business Administration, Washington, D.C. 20416, and Clearance Officer, Paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503. PLEASE DO NOT SEND FORMS TO OMB.					



## Sample Lease

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ between the Platteville Business Incubator Inc. (Landlord) and \_\_\_\_\_ (Tenant).

1. **Lease of Premises:** In consideration of the rent to be paid by the Tenant, Landlord leases to Tenant the space (Premise) located at 52 Means Drive, Platteville, Wisconsin 53818, consisting of approximately \_\_\_\_\_ sq. ft. and identified by the Landlord as area(s) Suite \_\_\_\_ including the use of Common Areas as described in Article 2. Landlord agrees to supply the following services:

- A. Services at no additional cost:
  - (I) Use of forklift and other material handling equipment
  - (II) Fiber Optic Internet Connections
  - (II) Fax services
  - (III) Mail services
  - (IV) Use of audio-visual and other equipment on a reservation basis, when available
  - (V) Business Plan counseling and review
  - (VI) Fund resource counseling and assistance with loan applications
  - (VII) Assist graduates of the incubator in relocating their business preferably in the Platteville area.
  
- B. Services on a limited or fee basis:
  - (I) Photocopying – 5 cents per page
  - (II) Management consulting services
  - (III) Business Plan writing
  - (IV) Personal computers and various business software
  - (V) Furniture rental
  - (VI) Postage and other Express Services
  - (VII) Pickup of trash and recyclable materials

Certain levels of some services for which fees may be charged are available to Tenant at no cost. PBII reserves the right to change the price services or modify, add to, or discontinue any of the Services presently available during the term of this lease.

2. **Common Areas:** The following Common Areas will be for the use of all Tenants:

- (I) Central Reception and Waiting Area
- (II) Conference Room(s)
- (III) Lunchroom/Vending Area
- (IV) Loading Docks
- (V) Corridors
- (VI) Outside Grounds
- (VII) Restrooms
- (VIII) Fax/Copy Room

Landlord for the benefit of all the Tenants will maintain these areas. Conference Room usage will be on a reservation basis, when available. Landlord may make such rules to restrict, limit, or place conditions on the usage of these Common Areas by Tenant as necessary to insure the benefits of these common Areas to all Tenants.

3. **Repairs:** The Landlord shall, at its own cost, repair, replace and maintain in good condition the common areas and essential structure of the incubator facility. This shall include all necessary repairs to the roof, exterior walls, floors, footings, foundations, heating, electrical and plumbing systems other than those specifically made the responsibility of the Tenant. Landlord shall keep in good repair the parking area, driveways, and sidewalks. Landlord shall provide for the care of the lawn and landscaping and snow removal from parking areas, driveways, and exterior walkways to or around the building, the cost of which will be shared by tenants as described in 9B.





The Tenant shall, at its own cost, repair, replace and maintain in good condition, the leased area, including the ceilings, light fixtures, interior surfaces of the walls and floors, as well as any special interior ventilation systems specifically installed for the Tenant's purposes. Any damage to the building exterior or common areas caused by the Tenant or Tenant's employee's is the responsibility of the Tenant and must be corrected immediately.

4. **Parking:** Parking shall be available to Tenant, Tenant's employees, and Tenant's customers. Rules governing the parking or storage of company owned vehicles/trailers will apply to all tenants. Long-term storage of personal vehicles/trailers will not be allowed on the property.

5. **Term/Conditions:** The lease will be a simple lease or the Board will have the option to structure the lease on a percentage basis. The lease will be a one-year lease renewable on an annual basis. The Board will consider renewal of a lease in the tenth month of the contract. At the tenth month, the Board may agree to renew, or terminate the lease, and the client will have the option to give a 60-day notice not to renew. Tenant shall lease the premises for a term commencing \_\_\_\_\_. Landlord shall not be liable for failure to deliver the premises to Tenant on the beginning date of this lease for reasons beyond Landlord's control.

As part of this lease agreement, tenants should commit to periodic reviews with management of the status of their business, including a review of their financial statements. Tenant also agrees to provide job creation information. This information will be used for reporting purposes and remain strictly confidential.

To maximize the efficiency of the Incubator facility, the Lease allows the Landlord to relocate the tenant within the facility.

The Board reserves the right to terminate the lease of tenants whose operation is disruptive to others in the facility.

6. **Rent:** Tenant agrees to pay Landlord rent for the following space:

<i><b>TYPE</b></i>	<i><b>ANNUAL RATE</b></i>	<i><b>SQ. FOOTAGE</b></i>	<i><b>TOTAL COST</b></i>
<i>Office</i>	\$		
<i>Utilities</i>			
<i>CAM</i>			
<b>TOTAL</b>			\$

In equal monthly installments of \$\_\_\_\_\_ in advance on the first working day of each month for the term of this lease. In the event that the term agreed to does not begin on the first day of the month or end on the last day of the month, the first and/or last monthly rental payment shall be prorated.

A fee schedule is attached to this lease identifying rental rates and other fees. Commercial rental rates and fees are comparable to other such facilities in the community.

Failure to pay rent when due will place Tenant in default and breach of the terms of this Lease, Landlord shall have any and all rights to terminate said Lease pursuant to chapter 704 of the Wisconsin Statutes and any successor statutes that may apply. Forbearance on the part of the Landlord for a default in payment of the monthly installment of rent in any given month shall not constitute a waiver of any of Landlord's rights or remedies under this Lease of laws of the State of Wisconsin.

Failure to pay fees for services or rent provided by PBII will be regarded as a default and Tenants will be assessed a \$5.00 per day late fee or charged 10% percent of the amount due whichever is larger. This default could be cause for termination of this Lease.

7. **Use of Premises:** The premises shall be used only for \_\_\_\_\_. Tenant shall provide safe, code compliant storage for any potentially hazardous materials used, kept, or sold by Tenant and will exercise reasonable care in the handling of such materials. Tenant shall provide landlord and any other interested party with Material Product Safety Data regarding any hazardous materials. Tenant will provide for code



compliant disposal of any hazardous waste generated by the Tenant, such disposal will be provided at Tenant's expense.

Tenant shall observe all local, state, and federal laws and regulations in all activities within the facility. This specifically includes all rules and regulations regarding environmental policy including EPA, OSHA, and Wisconsin Department of Natural Resources rules for environment discharges into the air, water, waste water treatment system, or noise, odors or other irritants. The tenant shall comply with all EDA requirements, including but not limited to, non-discrimination and environmental requirements.

Tenants shall immediately notify Landlord of any of the following:

- A. Any correspondence or communication from any governmental entity regarding the application of environmental laws and regulations to the property or Tenant's operation on the property.
  
- B. Any change in Tenant's operation on the property that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the environmental laws and regulations.

The Platteville Business Incubator Inc. (PBII) is a small business incubator. The goals and purposes of the PBII include the long-term delivery of incubator services and quality space to tenants. Tenant shall not carry out activities, which jeopardize the long-term success of the PBII in any manner or the ability of the PBII to carry out its goals and purposes. Tenant shall not carry out activities, which are deemed as being either a nuisance to the PBII or to other tenants of the PBII, or use or allow the premises to be used for any unlawful purpose. Tenants who, in the sole judgment of the Landlord, carry out activities which jeopardize the long-term success or the ability of the PBII to carry out its goals and purpose, will be considered in breach of this Lease.

No pets or animals are allowed on the premises without prior permission or special agreement with the Landlord.

8. **Security Deposit:** Tenant agrees that a security deposit in an amount equal to one month's rent shall be paid to Landlord as a deposit for the faithful performance by Tenant of all of its obligations under this lease as well as any extensions or renewals thereof. Landlord shall hold all such funds in an account provided solely for that purpose. No interest shall be paid on Tenant's security deposit.

The deposit shall be refunded to the Tenant in the event that the premises are left in the condition called for in this lease, upon the Tenant furnishing the Landlord with written demand for said security deposit, which demand shall include the Tenant's new address. The Landlord shall furnish the Tenant with a written statement of condition causing forfeiture of all or any part of the security deposit within ten (10) working days after the Tenant vacates the premises or the Landlord received said demand, whichever shall be later. Any damage caused to the premises by Tenant or by any person while the premises are under the control of the Tenant, except for normal wear and tear, will be legitimate charges against the security deposit. Costs in excess of the security deposit will be borne by the Tenant. Similarly, any non-payment of rent shall be legitimate charge against the security deposit. The security deposit is not to be used as the Tenant's last month of rent.

9. **Shared Cost as Additional Rent:** Landlord will be responsible for maintaining the following services, the cost of which will be shared by all Tenants.

1. **Utilities:** Separate metering of electrical service is provided for areas of the building. Should Tenant occupy an entire area metered separately, Tenant will be responsible for the metered electrical and gas cost for that area. Where Tenant shares a metered area with other tenants, a distribution formula will be agreed on prior to occupancy. Tenant will also be responsible for its pro-rata share of other utilities including common electrical, gas, water and sewage charges.
  
2. **Other Common Costs:** Rubbish Removal, Snow Removal, Care of Grounds and Janitorial Service for Common Areas will be contracted for by Landlord and Tenant may be required to pay its pro-rata share for these services upon notice. Should tenant create a situation which requires special services, including, but not limited to, additional rubbish pick-ups or clean-up of Common Areas, Tenant will be responsible for the total cost of such additional or special services.



3. Taxes: All real estate taxes shall be included in the rent structure. All other taxes including but not limited to sales, use, income, and personal property taxes shall be paid solely by the tenant.
4. Pro-Ration: Tenant's share of utilities and other common costs will be determined by dividing the total square footage leased by Tenant by the total leasable space in the facility and or by the number of employees per business.
5. Optional PBII Services: Tenant will be charged for optional services provided by PBII on a fee basis. Such charges will be considered additional rent under the terms of this Lease. Such charges include, but are not limited to, clerical fees, photocopier usage, furniture rental and fax usage.
6. Payment: Landlord will invoice the Tenant monthly for Tenant's share of Shared Costs incurred during the previous month. Each Tenant shall be supplied with a complete accounting of actual Shared Costs. Such invoices will be considered Rent under the terms of this Lease and is payable by the end of the month invoiced.

10. **Signs:** Tenant shall not use any part of the premises for advertising purposes, nor shall the Tenant install signs upon the exterior of the premises. Tenant shall provide to landlord a proper business name and Landlord will secure the sign per Landlord's specifications. Tenant's business name will be placed on the facility's exterior directory in equal proportion to the other tenants.

The Landlord must approve tenant's interior signs, design and placement along the common corridors. All costs associated with interior signs are the obligation of the Tenant. The interior sign must be directly related to the official business name and not as advertising unrelated to the official business name and not as advertising unrelated to the actual use of the leased space.

11. **Care of Premises:** Tenant agrees to comply with all applicable laws, orders, ordinances and regulations of all government authorities and also with any direction made pursuant to law by any public officer or officers with respect to the use of the Premises or to any abatement of nuisance or the imposition of any duty upon the Landlord or Tenant arising from Tenant's use of the Premises or any of the Tenant's covenants or agreements under this Lease. The Tenant shall observe such rules and regulations as the Landlord shall deem proper for the general comfort, safety and convenience of the Landlord, occupants and tenants of the building of which the Premises are a part. Any failure by the landlord to enact or enforce such rules and regulations against the Tenant or any other tenant shall not constitute a waiver of the Landlord's authority under this section.

Tenant must abide by all rules and procedures applicable to all tenants of the Incubator facility, including the "Operating Policies and Procedures", and shall maintain its business operation in such a manner not to unreasonably interfere with the operations of the Incubator facility itself or the right of quiet enjoyment granted to any other tenant. Moreover, all reasonable rules, regulations and policy expressions by the Landlord relating to the security of the building shall be scrupulously observed by Tenant, and the failure to follow such rules shall be deemed a breach of this Lease. Tenant is subject to any reasonable operating rules and procedures developed by the Landlord, and any modification to them, provided the Landlord gives written notification to the Tenant of such change, addition or deletion.

Tenant shall be responsible for keeping the leased premises in a clean, neat, orderly and tenantable condition at all times. Tenant moreover shall place no debris or rubbish outside the premises except at locations and in containers so provided, and to permit no such placement of debris and rubbish by employees or guests. All trash shall be placed in Rubbish Removal containers supplied by Landlord. Should Tenant require special waste disposal procedures or equipment, Landlord shall provide a location for containers in a defined area outside the incubator facility. Tenant is responsible for contracting the waste removal services and for all costs associated with it. In no shape, manner or form shall the Tenant place, store or permit manufacturing waste or Tenant fail to exercise good, housekeeping of the area defined, the Landlord will issue written notice indicating that the Landlord will have the problem corrected at the Tenant's expense and is subject to invalidating the lease and could result in receiving legal notice to immediately vacate the premises.

Raw, in-process or finished inventory is not permitted to be stored on the outside of the building. In addition no materials may be stored in aisles or exits at any time.



12. **Indemnification by Tenant:** Landlord shall not be liable to Tenant, or to any other person, for any damage to any person or property caused by act, omission or neglect of Tenant. Tenant agrees to indemnify and hold Landlord harmless from any such liability. In addition, Tenant shall, during the terms of this lease or any extension or renewal thereof, maintain Workman's Compensation Insurance for all employees; Comprehensive Public Liability Insurance, with limits of not less than \$500,000.00 combined single limit of bodily injury, death and property damage protecting Landlord and Tenant against liability for any accident, injury or damage on the premises or the property; as well as Fire Legal Liability with limits not less than \$100,000.00. Reputable insurance companies licensed to transact business in the State of Wisconsin shall issue policies. For all insurance required to be maintained by this article, Tenant shall deliver to Landlord evidence of the coverage. Each insurance policy shall contain an agreement that the policy shall not be canceled without the prior written consent of the landlord. Tenant shall provide an updated memorandum of insurance to Landlord annually.

Tenant shall indemnify and hold harmless Landlord, its employees and agents from and against any and all loss, damage and expense (including but not limited to, reasonable investigation and legal fees and expenses) including but not limited to, any claim or action for injury, liability or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any activity or operation on leased premises or the building or surrounding land of which the leased premises form a part. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Law and regulations and Tenant's actions shall be restrainable by injunction.

13. **Tenant Alterations, Installations & Changes in Premises**

- A. Tenant may, at its expense, make alterations and install fixtures to the premises only with Landlord's prior written approval of the alterations and the contractor, if any. Any alteration of fixture shall not impair the safety or the appearance of the premises and the property and shall be made according to all applicable laws, ordinances, regulations, and rules set forth by Landlord.
- B. All alterations made or fixtures installed on the premises by Tenant under Article 13A above shall be the property of Landlord and shall be surrendered with the premises at the end of this Lease without compensation to Tenant. If, at the termination of this Lease, Landlord directs by written notice to Tenant, Tenant shall, at its own expense, promptly remove all alterations and fixtures designated by Landlord and repair any damage to the premises caused by the removal.
- C. Tenant agrees to promptly pay all sums allegedly due and payable by Tenant for any labor or services performed or materials supplied to the premises. Tenant shall indemnify and hold Landlord harmless for any and all claims, liens, or costs (including attorney fees) which arise from Tenant's alterations.
- D. Tenant shall have the responsibility to acquire and install all window coverings that Tenant may desire (if any) which must comply with colors and standards adopted from time to time by Landlord. Upon termination of the Lease, the Tenant may remove all such window coverings within five (5) days or if not, they shall remain and become the property of the Landlord.
- E. Tenant may during the term of this lease install such equipment and appliances as may be reasonably necessary for Tenant's use of the leased Premises ("Trade Fixtures"). Tenant shall receive the prior written approval of the Landlord for the installation of any Trade Fixtures that attach to or penetrate the building, premises or surrounding land. Tenant agrees that it will not create, incur or impose or suffer or cause others to create incur or



impose any lien or obligation against the leased Premises, Tenant's interest in the leased Premises, the building or land of which the leased Premises are part, or against Landlord by reason of the installation authorized herein. Tenant agrees to hold Landlord harmless of and from any and all claims and demands of third persons in any manner relating to or arising out of any such installation.

The Trade Fixtures may be fixed to the leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by the Landlord. All damages incurred to the leased Premises as a result of any affixation or removal shall be promptly repaired to the Landlord's satisfaction by and at the sole cost and expense of Tenant. Any Trade Fixtures not removed as herein permitted or required shall, at the option of the Landlord, be deemed abandoned by Tenant, to be disposed of by Landlord in accordance with this Lease.

14. **Default:** As set forth in Article 6, failure to pay rent when due will be considered a breach and default of the Lease. In addition to such abandonment of the premises, violation of any provision of this lease or the PBII policies and procedures which have the effect of having the potential to cause injury to PBII and its occupants, the appointment of a receiver to possession of the assets of the Tenant, a general assignment for the benefit of the creditors of the Tenant, any action taken or allowed to be taken by the Tenant under a bankruptcy act or the failure of the Tenant to comply with each and every term or condition of this Lease in addition to payment of the rent in a timely fashion shall constitute a breach of this lease.

For a breach resulting from failure to pay rent, the Tenant shall have five (5) days to cure default after which the Landlord may exercise its option to terminate this Lease pursuant to the provisions of chapter 704 of the Wisconsin Statutes or successor statutes that may apply.

For any breach other than nonpayment of rent, the Tenant shall have ten (10) days from the receipt of written notice from the Landlord of the breach to correct the conditions specified in the notice, or if corrections cannot be made within the ten (10) day period, Tenant shall have the right to request a reasonable time to correct the default of the Tenant within two (2) days after the receipt of the notice makes the Landlord aware of the need for additional time to correct the default. Should such breach present a possible hazard to other occupants of the facility, Tenant shall immediately cease the activity, which creates the hazard regardless with no waiting period allowed. The foregoing notwithstanding, nothing in this paragraph should be construed to obligate the Landlord to extend the time for curing default for breach other than nonpayment of rent beyond the ten (10) day period.

15. **Landlords Rights and Remedies:** If a Tenant default occurs, Landlord shall be entitled to recover from Tenant all unpaid rent and additional rent up to the end of the Lease term, as well as any additional sums provided for by law (including attorney's fees) or as otherwise provided in this Lease for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under the provisions of this Lease. If Landlord terminates this Lease as provided above, Landlord may reenter the premises at its discretion. Tenant agrees, following notice of Tenant's being in default, to deliver to Landlord all keys to the premises, security entry cards if any and any other personal property supplied by the Landlord not owned by Tenant.

16. **Lien for Rent:** Tenant hereby grants to Landlord a lien of Tenant's interest in all improvements, fixtures or personal property on the premises. In the event Tenant fails to cure a default under this lease, Tenant authorizes Landlord to take possession of the property free and clear of Tenant's interest therein.

17. **Damage:** If all or any part of the Platteville Business Incubator building shall be damaged or destroyed by fire or other casualty, the Landlord shall repair and/or rebuild the same with reasonable diligence, but Landlord's obligation hereunder shall be limited to the rebuilding of the premises to the same extent as the premises were immediately prior to the commencement of the lease term. In the event that such fire or casualty renders the leased premises either partially or totally untenable, there





shall be an equitable abatement of the rental until the leased premises are again rendered fully tenantable, provided that Tenant shall not be relieved of its obligation to pay that portion of the rental which is denominated as payment for taxes, and to keep the premises insured. If the premises shall be damaged or destroyed by fire or other casualty so as to be totally untenable, then in case the premises shall not be repaired within sixty (60) days thereafter, this lease may be canceled at the option of either party.

18. **Subordination:** Tenant agrees that this Lease and Tenant's interest in this Lease shall, at Landlord's option, be secondary to any mortgage, deed of trust or other method of financing or refinancing now or hereafter placed on the premises, the property and land underlying the premises and/or the building of which the premises is a part. Tenant further agrees that it will execute and deliver any and all documents necessary to show that Tenant's rights under this lease are secondary.

19. **Holding Over:** Should Tenant hold over after the term of this Lease expires, with Landlord's written approval, Tenant shall become a Tenant on a month to month basis upon all the terms and conditions specified in this Lease.

20. **Assignment and Subletting:** Tenant shall not assign or sublet its interest in the Lease without the prior written consent of the Landlord. Any assignment or sublease shall not relieve Tenant of its obligations under this Lease.

21. **Miscellaneous:**

- A. **Entry by Landlord:** Landlord shall have the right to examine the premises at all reasonable times for all reasonable purposes.
- B. **End of Term:** Tenant shall surrender the premises at the end of the Lease in good order and condition, except for reasonable wear and tear, and return to Landlord all tangible personal property supplied by Landlord to Tenant, other than personal property purchased by Tenant from Landlord. Tenant shall also return all keys to the premises as well as all security entrance cards, if any.
- C. **Relationship of Landlord and Tenant:** Tenant shall not use any trademark, service mark or trade name of Landlord, nor shall Tenant hold itself out as having any business affiliation with Landlord without having specific written agreement from Landlord.
- D. **Estoppel Certificate:** Tenant will execute, acknowledge and deliver to Landlord, or any proposed mortgagee or purchaser a certificate by Tenant which confirms the terms and conditions of this Lease within five (5) days of a written request by Landlord.
- E. **Certificate of No Nonrelocation:** Tenant will execute, and deliver to Landlord a US Department of Commerce "Employer's Certificate of Nonrelocation" (Form Ed-540). When required for RLF Loans.
- F. **No Waiver or Breach:** Any failure or neglect by Landlord to assert or enforce any rights or remedies because of any breach or default by tenant under this Lease shall not (except as to those specific instances when express time limits are provided for taking action) prejudice Landlord's right or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from Tenant will not waive Landlord's right to pursue Tenant for any remaining balance, nor shall any endorsement or statement on any check or any letter, which acknowledges a check or payment as rent be deemed as an accord and satisfaction.
- G. **Landlord's Right to Show Premises:** Landlord may show the premises to prospective tenants during the four (4) months prior to the termination of this Lease, during hours reasonably acceptable to Tenant and upon reasonable notice.



H. Survival of Covenants: Should any provision of this Lease be found unenforceable by court of law or other tribunal having jurisdiction, such unenforceability or invalidity shall not affect the remainder of the provision of this Lease and all other provisions shall survive.

I. Financial Statements: Tenant shall furnish financial statements fifteen (15) days following a written request from the Board of Directors (PBII) or the Manager of the Incubator. This and other information required by the Landlord shall be provided in order to fulfill the goals and purposes of the Platteville Business Incubator or required to report to agencies whose funding is used to finance the Platteville Business Incubator. All information will be handled on a strictly confidential basis.

22. **Burden, Benefit, and Applicable Law:** This Lease shall be binding upon and shall insure to the benefit of the respective successors and assigns of the Landlord and Tenant. This Lease shall be construed according to the laws of the State of Wisconsin. This Lease contains all the agreements and understanding made between the parties and may be modified only by a writing signed by the parties or their respective successors in interest.

23. **Notices:** Whenever any payment, notice, consent or request is given or made under this lease, it shall be in writing and delivered to the person or mailed by certified mail.

Communication and payments to the Tenant shall be addressed to:

**Name of Person:** \_\_\_\_\_

**Name of Business:** \_\_\_\_\_

52 Means Drive, Suite \_\_\_\_\_  
Platteville, WI 53818

Or to any other address as may have been specified by prior written notice to Landlord.

Communication and payments to Landlord shall be addressed to:

**Platteville Business Incubator Inc.**  
**52 Means Drive, Suite 100**  
**Platteville, WI 53818**

24. **Rider to Lease:** Rider(s) **None** attached to this Lease are hereby made a part of this Lease.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed as of the day and year first above written.

**Platteville Business Incubator Incorporated**

**Business Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Authorized Signature**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Kate Koziol  
Executive Director

\_\_\_\_\_  
**Name Printed**  
\_\_\_\_\_