

**WHITEWATER WINDUP COST REIMBURSEMENT AGREEMENT
(Barista Cat Café)**

THIS AGREEMENT TO REIMBURSE is entered into as of the 16 day of August, 2024 (this "Agreement"), by and between the City of Whitewater Community Development Authority, a Wisconsin municipal corporation (the "CDA"), and Barista Cat Café, LLC, a Wisconsin limited liability company ("Barista Cat Café").

Recitals

- A. The CDA implements the Whitewater Windup program that provides grants to invest in businesses and startups to help them grow and expand, thereby leading to further economic development in the City of Whitewater and creating new employment opportunities.
- B. Barista Cat Café applied for a grant through the Whitewater WindUp program in the amount of \$71,153.92.
- C. The CDA voted to award the requested grant amount to Barista Cat Café.
- D. The parties desire to enter into this Agreement to govern implementation of the Whitewater WindUp grant to Barista Cat Café.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Barista Cat Café and the CDA agree as follows:

1. CDA Obligations.

- a. The CDA shall provide a reimbursement grant to Barista Cat Café in installments totaling up to \$71,153.92. The CDA will only reimburse Barista Cat Café for eligible costs that it has incurred within 12 months of the effective date of this Agreement.
- b. Eligible costs are those costs as stated in Barista Cat Café's Whitewater Windup application relating to operating a cat café at 135 West Center Street, Whitewater, Wisconsin 53190. In the event Barista Cat Café relocates to outside of the City of Whitewater, it will no longer be eligible for any cost reimbursement installment payments. The eligible project costs are incorporated into this Agreement as Attachment A.

- c. The CDA will only make payments to Barista Cat Café after Barista Cat Café has provided documentation, such as invoices or receipts, establishing it has either paid an eligible project cost, or has incurred an expense that is due for an eligible project cost. Barista Cat Café may only make a request for payment once per month.
- d. The CDA will make a reimbursement payment to Barista Cat Café within 30 days of Barista Cat Café's request for payment of an eligible project cost.

2. Barista Cat Café Obligations.

- a. Barista Cat Café shall provide the CDA with an accurate and complete monthly financial report of the Barista Cat Café business. Barista Cat Café shall file the report with the CDA by the 15th of each month.
- b. Barista Cat Café shall meet with a business coach to review the monthly financial statements each month for a period of one year beginning on the effective date of this Agreement. Barista Cat Café must provide the name and contact information of the business coach to the CDA.
- c. Barista Cat Café and its member(s) shall comply with all federal, state, county, and City of Whitewater laws and regulations.
- d. Barista Cat Café shall comply with all obligations and promises contained in its Whitewater WindUp application. The application materials are incorporated into this Agreement as Attachment B.
- e. Barista Cat Café member(s)/manager(s) must complete all Whitewater WindUp Workshops required by the CDA.
- f. Barista Cat Café shall maintain and operate a physical store located at 135 West Center Street, Whitewater, Wisconsin 53190 for a period of two years. If Barista Cat Café ceases to maintain a physical store located at 135 West Center Street, Whitewater, Wisconsin 53190 or within the City Limits during that time period, Barista Cat Café shall pay the CDA an amount equal to the installment payments the CDA paid to Barista Cat Café within 30 days of the CDA requesting payment. For purposes of this Agreement, if the physical store is not open for business for a period of 30 consecutive days, it will be deemed no longer maintained and in operation.
- g. Barista Cat Café shall be open for business at least 180 days per calendar year during the term of this Agreement.

- h. Barista Cat Café shall adhere to ethical business practices. If Barista Cat Café or any of its members/managers engage in any conduct that, in the CDA's sole discretion, harms the reputation of the CDA or City of Whitewater, the CDA may terminate this Agreement, withhold any cost reimbursement installment payments, and seek repayment of any paid installments.

3. Miscellaneous Provisions.

- a. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights inure to Barista Cat Café by virtue of this Agreement. Nor does the CDA warrant that Barista Cat Café is entitled to any approvals required for its business as a result of this Agreement.
- b. Binding Effect/Assignment. The obligations of Barista Cat Café and the CDA under this Agreement shall be binding on their respective successors and assigns. Barista Cat Café may not assign its benefits or obligations under this Agreement without the express prior written approval of the CDA, and any unapproved assignment is void. The CDA shall have the sole discretion to release or not release Barista Cat Café from the obligations and liabilities under this Agreement.
- c. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the CDA and Barista Cat Café, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Failure by either party to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.
- d. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the CDA and Barista Cat Café.
- e. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

- f. Entire Agreement/Appendices Incorporated. This written Agreement and the attachments hereto shall constitute the entire Agreement between Barista Cat Café and the CDA as of the date hereof.
- g. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
- h. Immunity. Nothing contained in this Agreement constitutes a waiver of the CDA's sovereign immunity under applicable law.
- i. Indemnification. Barista Cat Café, and its successors and assigns, shall indemnify, hold harmless, and defend the CDA and its officers, agents, and employees from any and all liability suits, actions, claims, demands, losses, costs, damages, and expenses or liabilities of every kind and description, including attorney costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of this Agreement occasioned wholly or in part by any act or omission on Barista Cat Café's part, or on the part of its agents, contractors, subcontractors, invitees, or employees, except as a result of the gross negligence or willful misconduct of any officer, agent, or employee of the CDA. The CDA shall be entitled to appear in any proceedings to defend itself against such claims, and all costs, expenses, and reasonable attorney fees incurred by the CDA in connection with such defense shall be paid by Barista Cat Café to the CDA. The foregoing indemnity provisions shall survive the cancellation or termination of this Agreement as to all matters arising or accruing prior to such cancellation or termination and the foregoing indemnity shall survive in the event the CDA elects to exercise any of the remedies as provided under this Agreement following default hereunder.
- j. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered, emailed, or mailed by U.S. Mail as follows:

To Barista Cat Café: Natalie Serna
 135 W. Center Street
 Whitewater, WI 53190
 natalie@baristacatcafe.com

To the CDA: Taylor Zeinert
CDA Executive Director
312 W Whitewater Street
P.O. BOX 178
Whitewater, WI 53190
tzeinert@whitewater-wi.gov

- k. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Walworth County unless it is determined that such Court lacks jurisdiction. Barista Cat Café hereby consents to personal jurisdiction in Walworth County. Barista Cat Café also expressly waives the right to bring such action in, or to remove such action to, any other court, whether state or federal, unless it is determined that the Circuit Court for Walworth County lack jurisdiction.
- l. No Partnership. The CDA does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with Barista Cat Café.
- m. Good Faith. Both parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement, including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.
- n. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.
- o. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.
- p. Effective Date. This Agreement shall be effective as of the date and year of the last signor to the Agreement.
- q. Term. This Agreement shall continue in full force and effect for a period of 24 months.
- r. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against either party. It shall be construed simply and fairly to each party.

- s. Counterparts. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

**CITY OF WHITEWATER COMMUNITY
DEVELOPMENT AUTHORITY**

By: 

Greg Marjczak
Chair, City of Whitewater Community
Development Authority

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this 20th day of August, 2024, the above-named Greg Marjczak, Chair of the City of Whitewater Community Development Authority, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as such as an officer by the CDA's authority.

Subscribed and sworn to before me

This 20th day of August, 2024.



Notary Public, State of Wisconsin

Print Name: Taylor Zeinert

My Commission: 09/28/2025



BARISTA CAT CAFÉ, LLC

By Natalie Serna

STATE OF WISCONSIN

COUNTY OF WALWORTH

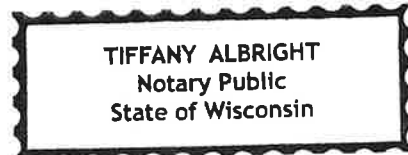
Personally came before me this 16th day of August, 2024 the above named Natalie Serna to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
This 16th day of August, 2024.

Tiffany Albright
Notary Public, State of Wisconsin

Print Name: Tiffany Albright

My Commission: MARCH 14th, 2028



ATTACHMENTS

A. Itemized List of Eligible Costs

B. Barista Cat Café WindUp Application Packet

Print

EXHIBIT B

Whitewater WindUp Application - Submission #797

Date Submitted: 2/22/2024



Whitewater WindUp Application

Name of Contestant(s): *

Natalie A Serna

Name of Business: *

BaristaCats Cafe & Sanctuary for Wayward Cats Foundation

Personal Address: *

527 Autumn Dr. Delavan

Business Address (if Applicable):

135 W. Center St. Whitewater

Email Address: *

natalie@baristacatscafe.com

Phone Number: *

12628129515

I, *

agree to the following:

Natalie A. Serna



WindUp Business Plan Competition - Eligibility Criteria

Welcome to the Whitewater WindUp (WWUP) Business Plan Competition in the vibrant city of Whitewater! To ensure a fair and competitive environment, participants must meet the following eligibility criteria:

1. Age Requirement:

- All participants must be at least 18 years of age.

2. Entry Fee:

- A refundable entry fee of \$50 is required for each submission. Entry fees will be refunded after successful participation in and completion of WindUp workshops.

3. Product or Service Development:

- Participants must have a business idea, product, or service that is either live or in beta form. This requirement ensures that participants have progressed beyond the conceptual stage and have a tangible offering.

4. Participation in WindUp Workshops:

- All participants are required to complete all WindUp Workshops. We understand that circumstances may vary, and virtual workshop options will be made available to accommodate different schedules. These workshops are designed to equip competitors with valuable insights, knowledge, and skills to enhance the development of your business plan.

5. Non-Exhaustive List of Eligible Reimbursements:

- Rent or Down payment Support: is available to reimburse initial down payment or rent payments for up to the first year, helping alleviate one of the primary costs for new businesses.
- Equipment Acquisition: We may offer reimbursement grants and low-interest loans to assist with the purchase of essential equipment.
- Building Renovation: Financial assistance may be provided for necessary building renovations to prepare your business space. This support can come through grants, low-interest loans, or partnerships with local construction and design firms.
- Workspace Solutions: Competition winners or qualified participants are guaranteed a period of free or subsidized access to co-working spaces at the University Whitewater Innovation Center, offering a flexible office solution and fostering a community of entrepreneurs.

13. Scalability and Growth Potential:

- WWUP may give preference to businesses with a clear scalability plan and the potential for significant growth. This could include a well-defined market strategy, expansion plans, and scalability beyond the local market.

14. Technology Readiness:

- For tech-oriented businesses, WWUP will consider technology readiness level. This could involve assessing the technological maturity of their product or service and its potential for successful implementation.

15. Marketing and Branding:

- WWUP will assess the effectiveness of the participant's marketing and branding strategy. This could include evaluating the clarity of their value proposition, target audience identification, and overall market positioning.

16. Completion of Workshops:

- All workshops will be held in person at the University Whitewater Innovation Center. Workshops will be held in person and virtually. For those who can not attend at that time, the workshops will be recorded for competitors to watch later. Please note that proof of the viewing of every workshop must be required before entry on April 20th.

17. Awards:

- All finalists shall be reviewed by the CDA and all monetary awards shall be approved by the CDA.

18. Winner

- The Winner of Whitewater WindUp will be required to meet with a business coach monthly to review the monthly finances of the businesses. Therefore, if a competitor wins this competition you must give Whitewater WindUp access to your monthly financials.

Application Process:

- To apply, please submit the completed application form along with the required entry fee. Ensure that you meet all eligibility criteria outlined above.

Important Dates:

- Entry Deadline: April 20th
- WindUp Workshops Schedule:
 - March 7th
 - March 14th
 - March 21st
 - April 4th
- Competition Finale: May 18

We encourage you to review the detailed guidelines and frequently asked questions on our website to ensure a smooth application process. If you have any queries or require clarification, feel free to contact our WindUp team at bmiller@whitewater-wi.gov or 262-473-0149

Thank you for your interest in the WindUp Business Plan Competition. We look forward to celebrating innovation and entrepreneurship with you in Whitewater!



Whitewater WindUp Application

Name of Contestant(s):

Name of Business:

Personal Address:

Business Address (if Applicable):

Email Address:

Phone Number:

"I _____ agree to the following:

- To complete all workshops prior to April 20, 2024;
- If I win, to share an accurate and complete monthly financial report of my business with the City of Whitewater;
- Further, if I win, to meet with a business coach to review those financials on a monthly basis for 12 months after winning the Whitewater WindUP

Signed, _____ Dated _____