

fraudulent, grossly negligent, criminal, or ultra vires acts. The provisions of this paragraph will survive cancellation of this Agreement.

B. Authority. The Association and the Executive each represents and warrants that each has legal authority to enter into this Agreement and is not prohibited or restricted from doing so by any governance documents or resolutions of the Association or by any agreement or obligation of the Executive to a third party, including a former employer.

C. Successors. This Agreement is binding upon the Association and the Executive, their heirs, executors, administrators, successors, and assigns. The Executive will not assign or delegate any part of the Executive's rights or responsibilities under this Agreement unless the Executive Committee of the Association agrees in writing to the assignment or delegation. In the event of dissolution of the Association, this Agreement will continue in force through the then-current period of employment. In the event of any merger, consolidation, or reorganization involving the Association, this Agreement becomes an obligation of any legal successor or successors to the Association.

D. Entire Agreement. This document contains the entire agreement of the Association and the Executive. It may not be changed orally but only by an agreement in writing signed by the Association and the Executive. This Agreement supersedes and cancels all previous agreements between the Association and the Executive.

E. Waiver. A waiver by the Association or the Executive of a breach of this Agreement does not constitute a waiver of any later breach.

F. Governing Law. This Agreement is governed by the laws of the State of Wisconsin.

ASSOCIATION: _____
By: Leslie Larsen
Date: July 10, 2006
Title: Chair, Wisconsin Homecare Organization Board of Directors

EXECUTIVE: _____
By: Russell King
Date: July 10, 2006