



PROUD TO BE PARTNERS IN SAFETY WITH OSHA  
6428 Business Way • Boise, Idaho 83716-0550 • Phone 343-5423 • Fax 343-5446

## SERVICE AGREEMENT RENEWAL

\* HVAC License #: HVC-C-4612

\*Contractor License #: RCE-7459

8/6/2021

To: General Manager

Re: Victory Charter  
Nampa, Idaho

Hobson is pleased to offer this annual maintenance agreement quote to service your HVAC equipment. This coverage includes work to be performed during normal business hours (7:30-3:30) weekdays, excluding weekends and holidays. This work will be scheduled for minimal equipment down time. All HVAC equipment will be checked and tested. Any repair work required will be brought to your attention, and you will be provided with a complete quote. If you prefer, arrangements may also be made to perform the work on a time and materials basis with our preferred service labor rate charged at \$75.00 per hour with parts charged at list (to include all sales taxes) minus 15%. Hobson offers 24-hour services and has technical personnel on call at all times. We can accommodate after hours service, which will be charged at 1½ times for weekdays and Saturdays, and 2 times for Sundays and Holidays. We will guarantee a 24-hour service response time, and in most cases, an emergency response time of less than 4 hours can be expected.

### Included Items:

1. Filters 4 times a year
2. 1 coil cleaning per year
3. Belts 1 time a year
4. Lubricants
5. Cleaners
6. Wire terminations

### Excluded Items:

1. Replacement Parts
2. Refrigerants/Oils
3. Motors
4. Electrical Components
5. Repairs

Total annual cost  
Billed Quarterly at

\$ 3667.60  
\$ 916.90

Very Best Regards,

Monty Seal  
Service Manager

Accepted by: \_\_\_\_\_

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

9/1/21

Xerox Financial Services LLC  
45 Glover Avenue  
Norwalk, CT 06856

## Cost Per Copy Agreement



Lease Agreement #		Dealer Name: BOISE OFFICE EQUIPMENT			
LESSEE INFORMATION					
Full Legal Name VICTORY CHARTER SCHOOL INC		DBA			
Billing Address 9779 KRIS JENSEN LN		City NAMPA	State ID	ZIP Code 83687	
Phone 208/442-9401 ext 1	Contact Name Niki Crow	Contact Email	Lessee PO# (Optional)		
EQUIPMENT					
Quantity	Model and Description	Quantity	Model and Description		
1	B8075				
1	C605				
Equipment Location (if different from Billing Address)					
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED
Initial Lease Term (in months): 60		B&W	39,000	.005	
		Color	73	.05	
Monthly Lease Payment: \$ 890.00 plus applicable charges & taxes		Everyday Color	Printers 1,500	.015	N/A
		Color Level 2			N/A
		Color Level 3			N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.					
Authorized Signature 		Date 4/24/18	Federal Tax ID # (Required) 56-2423033		
Print Name MATTHEW McDANIEL		Title (Indicate President, Partner, Proprietor, etc.) CO-ADMINISTRATOR			
LESSOR ACCEPTANCE					
Accepted By: Xerox Financial Services LLC		Name and Title 	Date 05/25/2018		
TERMS & CONDITIONS					

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us," "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment Installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Inception Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges Included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL





ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

9. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refinancing or amendment to XFS's UCC financing statement against you becomes necessary.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOMPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's Invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. XFS shall file, bill and collect all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. **Equipment Warranty Information and Disclaimers.** XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. **Default and Remedies.** You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S

INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.

16. **Finance Lease and Lessee Waivers.** The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. **Original and Sole Controlling Document; No Modifications Unless In Writing.** This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.





SU# \_\_\_\_\_

Contract # \_\_\_\_\_

PO BOX 160341  
Clearfield, UT. 84016  
Toll Free (800) 991-4525 Office (801) 983-3385  
Fax (888) 553-5443  
[www.gsinc.pro](http://www.gsinc.pro)  
[bp@gsinc.pro](mailto:bp@gsinc.pro)

## ALARM SYSTEM AGREEMENT

Date: 8-22-17

AGREEMENT between GLOBAL SURVEILLANCE LLC and the following described customer:

Building Owner/Property Management

Billing Name and Address:

Victory Charter School  
9779 Kris Jensen Lane  
Nampa, ID 83686  
Billing Telephone: 208-442-9400

Service Name and Address:

Victory Charter School  
9779 Kris Jensen Lane  
Nampa, ID 83686  
Service Telephone: 208-442-9400

Systems and Services: Customer hereby request Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below.

Billing: Monthly Quarterly Semi-Annually Annually

### System

- ☐ Fire Alarm  
☒ Security Alarm  
☐ Medical

### Monitoring

- ☐ Fire \$ \_\_\_\_\_  
☒ Security \$ 22  
☐ Elevator \$ \_\_\_\_\_  
☐ Refuge \$ \_\_\_\_\_

### Service

- ☐ Central Station Reporting \$ \_\_\_\_\_  
☐ Supervised Opening & Closing \$ \_\_\_\_\_  
☐ Unsupervised Opening & Closing \$ \_\_\_\_\_  
☐ Reports/ Monthly Weekly \$ \_\_\_\_\_  
☐ Maintenance \$ \_\_\_\_\_  
☐ Guard Response \$ \_\_\_\_\_  
☐ Managed Access \$ \_\_\_\_\_

### Advanced Communication

- ☐ Cellular \$ \_\_\_\_\_  
Cellular Type \_\_\_\_\_

Payment for Service: Customer agrees to pay Contractor \$ 22 per month for on-going monitoring, and/or other services indicated above, payment in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 12 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one month unless one party gives written notice to the other at least 30 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

### ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and make no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Service are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property for the performance or nonperformance or obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected premises, and for protecting against losses to his own property of the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System provided under this Agreement.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OR WARRANTY OF CONTRACT BY CONTRACTOR, NEGLIGENCE OR CONTRACTOR OR OTHERWISE.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this agreement shall not be binding upon either party, and that the terms and conditions hereof apply a printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that he has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

GLOBAL SURVEILLANCE LLC  
Written by Todd Justesen  
Approved and accepted by Global Surveillance LLC  
Signature Todd Justesen  
Title Sales Manager Date 8/15/17

CUSTOMER  
by (Print Name) Barley Mauldin  
Signature Barley Mauldin  
Title Board Chair Date 8-22-2017

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF GLOBAL SURVEILLANCE.



4. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type or security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptible AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or their elements of the sprinkler system a now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdiction (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder, it is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signal transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 am. and 5:00 pm., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in the Agreement. Contractor is in no way obligated to maintain, repair, service replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the customer for labor and/or material at Contractor's the prevailing rates.

7. Title to Equipment and use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contract may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts or the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operation at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signaling device.

(e) For those Premises where Teiguard equipment is provided, Customer acknowledges that the Teiguard equipment remains the property of Contractor, unless the equipment has been purchased and is listed as a paid line item at the time of installation. Customer shall permit Contractor access to the premises in order to take possession of the Teiguard equipment within a reasonable timeframe. Customer agrees to pay Contractor a non-refundable equipment charge in the amount of \$200.00 per Teiguard unit.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

Notes (Internal Office Use Only):

Initials \_\_\_\_\_





PO BOX 160341  
Clearfield, UT. 84016  
Toll Free (800) 991-4525 Office (801) 983-3385  
Fax (888) 553-5443  
[www.qsinc.pro](http://www.qsinc.pro)  
[ap@qsinc.pro](mailto:ap@qsinc.pro)

## ALARM SYSTEM AGREEMENT

Date: 8-22-17

AGREEMENT between GLOBAL SURVEILLANCE LLC and the following described customer:

Building Owner/Property Management

Billing Name and Address:

Victory Charter School  
9779 Kris Jensen Lane  
Nampa, ID 83686  
Billing Telephone: 208-442-9400

Service Name and Address:

Victory Charter School  
9779 Kris Jensen Ln.  
Nampa, ID 83686  
Service Telephone: Same

Systems and Services: Customer hereby request Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below

Billing: Monthly Quarterly Semi-Annually Annually

### System

- ☒ Fire Alarm  
☐ Security Alarm  
☐ Medical

### Monitoring

- ☒ Fire \$ 24  
☐ Security \$  
☐ Elevator \$  
☐ Refuge \$

### Service

- ☐ Central Station Reporting \$  
☐ Supervised Opening & Closing \$  
☐ Unsupervised Opening & Closing \$  
☐ Reports/ Monthly Weekly \$  
☐ Maintenance \$  
☐ Guard Response \$  
☐ Managed Access \$

### Advanced Communication

- ☐ Cellular \$  
Cellular Type

Payment for Service: Customer agrees to pay Contractor \$ 24 per month for on-going monitoring, and/or other services indicated above, payment in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 12 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one month unless one party gives written notice to the other at least 30 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

### ADDITIONAL TERMS AND CONDITIONS:

1. **Limitation of Contractor's Liability.** It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property of the property of others located at Customer's Premises. Contractor can give no assurance and make no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Service are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property for the performance or nonperformance or obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply of all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected premises, and for protecting against losses to his own property of the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System provided under this Agreement.

2. **Limited Warranty.** If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OR WARRANTY OF CONTRACT BY CONTRACTOR, NEGLIGENCE OR CONTRACTOR OR OTHERWISE.

3. **Entire Agreement.** This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this agreement shall not be binding upon either party, and that the terms and conditions hereof apply a printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that he has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

GLOBAL SURVEILLANCE LLC

Written by Todd Justesen

Approved and accepted by Global Surveillance LLC

Signature Todd Justesen

Title Sales Manager Date 8/15/17

CUSTOMER

by (Print Name) Julie Mauldin

Signature Boyd Chair

Title Boyd Chair

Date 8-22-2017

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF GLOBAL SURVEILLANCE.



**4. Miscellaneous Charges and Increases in Charges.** (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

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(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type or security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

**5. Further Obligations of Customer.** (a) Customer, at its own expense, shall supply appropriate uninterruptible AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or their elements of the sprinkler system a now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

**6. Further Obligations of Contractor; Limitations.** (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder, it is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signal transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 am. and 5:00 pm., exclusive of Saturdays, Sundays, and holidays. **EXCLUSIONS:** maintenance on the following devices will be provided only on a time and material basis; (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in the Agreement. Contractor is in no way obligated to maintain, repair, service replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the customer for labor and/or material at Contractor's the prevailing rates.

**7. Title to Equipment and use of Leased Systems.** Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contract may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

**8. Termination.** (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances; (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Contractor fails to follow recommendations made by Contractor for repair or replacement of defective parts or the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances; (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operation at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signaling device.

(e) For those Premises where Teiguard equipment is provided, Customer acknowledges that the Teiguard equipment remains the property of Contractor, unless the equipment has been purchased and is listed as a paid line item at the time of installation. Customer shall permit Contractor access to the premises in order to take possession of the Teiguard equipment within a reasonable timeframe. Customer agrees to pay Contractor a non-refundable equipment charge in the amount of \$200.00 per Teiguard unit.

**9. Assignment.** This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

**Notes (Internal Office Use Only):**

Initials \_\_\_\_\_





PO BOX 160341  
Clearfield, UT. 84016  
Toll Free (800) 991-4525 Office (801) 983-3385  
Fax (888) 553-5443  
[www.gsinc.pro](http://www.gsinc.pro)  
[ap@gsinc.pro](mailto:ap@gsinc.pro)

## ALARM SYSTEM AGREEMENT

Date: 8-22-17

AGREEMENT between GLOBAL SURVEILLANCE LLC and the following described customer:

Building Owner/Property Management

Billing Name and Address:

Victory Charter School  
9779 Kris Jensen Lane  
Nampa, ID 83686  
Billing Telephone: 208-442-9400

Service Name and Address:

Same

Service Telephone:

Systems and Services: Customer hereby request Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below

Billing: Monthly Quarterly Semi-Annually Annually

### System

☒ Fire Alarm

☐ Security Alarm

☐ Medical

### Monitoring

☒ Fire \$ 24

☐ Security \$

☐ Elevator \$

☐ Refuge \$

### Service

☐ Central Station Reporting

☐ Supervised Opening & Closing

☐ Unsupervised Opening & Closing

☐ Reports/ Monthly Weekly

☐ Maintenance

☐ Guard Response

☐ Managed Access

### Advanced Communication

☐ Cellular \$

Cellular Type

Payment for Service: Customer agrees to pay Contractor \$ 24 per month for on-going monitoring, and/or other services indicated above, payment in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 12 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one month unless one party gives written notice to the other at least 30 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

### ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement, and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property of the property of others located at Customer's Premises. Contractor can give no assurance and make no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Service are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property for the performance or nonperformance or obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply of all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected premises, and for protecting against losses to his own property of the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System provided under this Agreement.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OR WARRANTY OF CONTRACT BY CONTRACTOR, NEGLIGENCE OR CONTRACTOR OR OTHERWISE.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this agreement shall not be binding upon either party, and that the terms and conditions hereof apply a printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that he has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

GLOBAL SURVEILLANCE LLC

Written by Todd Justesen

Approved and accepted by Global Surveillance LLC

Signature Todd Justesen

Title Sales Manager Date 8/15/17

CUSTOMER

by (Print Name)

Paulie Moulden

Signature

Boerd Choir

Title

Date 8-22-2017

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY AUTHORIZED REPRESENTATIVE OF GLOBAL SURVEILLANCE.



**4. Miscellaneous Charges and Increases in Charges.** (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type or security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

**5. Further Obligations of Customer.** (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or their elements of the sprinkler system a now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

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(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

**6. Further Obligations of Contractor; Limitations.** (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder, it is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signal transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 am. and 5:00 pm., exclusive of Saturdays, Sundays, and holidays. **EXCLUSIONS:** maintenance on the following devices will be provided only on a time and material basis; (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in the Agreement. Contractor is in no way obligated to maintain, repair, service replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the customer for labor and/or material at Contractor's the prevailing rates.

**7. Title to Equipment and use of Leased Systems.** Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contract may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

**8. Termination.** (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances, (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts or the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operation at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signaling device.

(e) For those Premises where Telguard equipment is provided, Customer acknowledges that the Telguard equipment remains the property of Contractor, unless the equipment has been purchased and is listed as a paid line item at the time of installation. Customer shall permit Contractor access to the premises in order to take possession of the Telguard equipment within a reasonable timeframe. Customer agrees to pay Contractor a non-refundable equipment charge in the amount of \$200.00 per Telguard unit.

**9. Assignment.** This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

**Notes (Internal Office Use Only):**

Initials \_\_\_\_\_





BOISE, ID  
345 ADKINS #108  
MERIDIAN, ID 83642  
(208) 884-4700

**Commercial Outside Pest Control**  
**Contract #: 65312-0366870**

Customer Name: VICTORY CHARTER SCHOOL  
Mailing Address: 9779 KRIS JENSEN LN  
NAMPA, ID 83686  
Property Address: 9779 KRIS JENSEN LN  
NAMPA, ID 83686

Home Phone:  
Work Phone: (208) 442-9400  
Cell Phone:  
E-mail Address: bboyd@libertycharterschool.com

Representative: CALLENS, MICHAEL D.  
Inspection Date:  
Page: 1

**Authorized Agreements**

Service Plan Description	Initial Charge*	Billing Frequency	Renewal Charge*	Service Frequency	Regular Service Charge*
Commercial Outside Pest Control	\$124.00	Quarterly	\$0.00	Quarterly	\$124.00

\*Excludes tax (if applicable)

**Information:**

Description of Structures Covered:	Commercial Building	Pests Covered:	Ants
Square Footage:	3000	Industry Type:	Other
Level of Infestation:	Normal	Minutes to Service:	45

This agreement is subject to the Terms and Conditions provided, including the Mandatory Arbitration provision. This agreement is for an initial period of twelve months from the date of the first service and, unless cancelled by the Purchaser, will automatically continue on a monthly basis until cancelled by either party upon thirty (30) days notice. This agreement is not valid unless accepted by customer within 30 days of submission.

1. MATERIALS. A. The materials used in pest control service will comply with federal, state and local laws, and shall be acceptable to you. B. All pest control service shall be performed in accordance with the most effective scientific pest control procedures.

2. YOUR COOPERATION. A. Your cooperation is important to ensure the most effective results from Terminix service. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix and are not corrected by you, Terminix cannot assure satisfactory service. B. If the conditions noted by Terminix are not corrected as required, all guarantees in this agreement shall automatically terminate and be cancelled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extra service charge.

3. INSURANCE. Terminix will furnish a Certificate of Insurance upon request.

4. TERMS OF AGREEMENT. If Terminix fails to comply with the specifications, they shall be given thirty (30) days notice to correct the problem. If, at the expiration of such thirty (30) days, the unsatisfactory conditions have not been corrected, you reserve the right to cancel the contract. In the event of persistent infestations, Terminix will provide special services at no extra cost until the condition is under control. Terminix is not responsible for insect or rodent damage to products or contents at the premises. This agreement does not provide for control of termites, other wood destroying organisms, or any other pests not specified.

5. NOTICE OF CLAIMS. Any claim under the terms of this agreement must be made immediately in writing to any Terminix Service Center.

6. GUARANTEE OF CUSTOMER SATISFACTION. We will answer your call any time, day or night. We will perform your service or schedule an appointment within 24 hours after receiving your call. We will be on time. We will do the job right the first time, or we will do it over. We will show we care by our professional appearance and manner, and by the products and procedures we use. We will perform all services at your convenience to avoid any interruption to your normal operations





### Summary of Charges

Initial Term:

Commercial Outside Pest Control:

\$124.00

Subtotal:	\$124.00
Total:	\$124.00
Tax:	\$0.00
<b>Total:</b>	<b>\$124.00</b>

### Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process the one-time payment upon the completion of the initial service without further signature or authorization from me.

### Agreement and Authorization

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS INCLUDED WITH THIS AGREEMENT AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Notice: You the purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. In the event you have questions or complaints, you may contact a Terminix representative by calling 800-TELLTMX (800-835-5869).

By checking this box, I am indicating that I have read and accept the terms of the Service Agreement.

Customer Name:

Customer Signature:

/Victory Charter School/

Date: 4/3/2017

Representative:

Representative  
Signature:

Date:





BOISE; ID  
345 ADKINS #108  
MERIDIAN, ID 83642  
(208) 884-4700

## Terms and Conditions

### GENERAL TERMS & CONDITIONS APPLICABLE TO ALL SERVICES

**CONFLICT OF TERMS.** To the extent there exists a conflict between the General Terms & Conditions contained herein and any specific terms and conditions applicable to a particular Service, whether below herein or otherwise contained in the Agreement, the specific terms and conditions applicable to such particular Service shall take precedence and govern and control. The term "Purchaser" as used herein shall also include Customers of Terminix.

**MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.

**CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT OF REQUIRED DISCLOSURES.** PURCHASER ACKNOWLEDGES THAT TERMINIX HAS PROVIDED PURCHASER WITH: (A) A COPY OF THE MANUFACTURER'S SPECIMEN LABEL OR OTHER STATE-REQUIRED DOCUMENTS FOR THE PESTICIDE(S), TERMITICIDE(S), AND/OR RODENTICIDE(S), WHICH WILL BE APPLIED; AND (B) AN INSPECTION GRAPH.

**CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee, if applicable, or terminate this Agreement.

**CHANGE IN TERMS FOR ANNUAL SERVICE PLAN AGREEMENTS.** At the time of any renewal of an Annual Service Plan Agreement, Terminix may change the terms and conditions of such Annual Service Plan Agreement by adding, deleting or modifying any provision. Terminix will notify the Purchaser in advance of any such change, and Purchaser may decline to accept such a change by declining to renew this Annual Service Plan Agreement. Renewal of the Annual Service Plan Agreement will constitute acceptance of any such changes.

**NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Purchaser, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Purchaser, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

**FORCE MAJEURE.** Terminix shall not be liable to Purchaser for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

**LIMITED ASSIGNABILITY.** This Agreement is assignable by Purchaser to a new owner of the property for period of one year from the Effective Date of this Agreement and thereafter, upon the written request of the Purchaser, and only in the sole discretion of Terminix after its inspection of the property which consent, if given, shall be in writing, signed by Terminix and accepted in writing by Purchaser.

**DISCLAIMER.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**EASY PAY OPTION.** If Purchaser enrolls in Easy Pay, Purchaser acknowledges that payments for all future invoices for Services provided by Terminix under this Agreement shall be paid via an automatic deduction from Purchaser's depository account (checking or savings) or credit card account. Accordingly, Purchaser authorizes Terminix to initiate debit entries to Purchaser's specified account in the amount of any invoices issued for Services provided under this Agreement. Purchaser understands that such deduction shall be initiated no earlier than five (5) business days following the issuance of the invoice for such Services. Purchaser understands that Purchaser may cancel this Easy Pay authorization by providing written notice of such cancellation to Terminix and that such cancellation shall be effective seven (7) business days following Terminix's receipt of such cancellation notice. Purchaser further acknowledges that cancellation of Purchaser's Easy Pay authorization does not cancel any of Purchaser's other obligations under this Agreement and Purchaser remains responsible for payment of the Services provided by Terminix under this Agreement.

**SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

**GOVERNING LAW.** Except for the Mandatory Arbitration Clause set forth above which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

**ENTIRE AGREEMENT.** This Agreement together with all exhibits thereto constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

### GENERAL TERMS & CONDITIONS APPLICABLE ONLY TO TERMITE AND PEST CONTROL SERVICES (OTHER THAN RODENT EXCLUSION SERVICES)

**OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be continued upon request of the new owner and upon payment of an ownership transfer fee as determined by Terminix in its sole discretion. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee, if applicable, upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee or the revised Annual Renewal Term Fee, if applicable, this Agreement will terminate automatically as of the date of the change of ownership.

**WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the Structures, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Purchaser is responsible for making timely repairs as necessary to stop the leakage. Purchaser's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

**ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures described on the Inspection Graph as of the date of the installation of the Baiting System and/or Liquid Defend System. In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if Baiting System stations are removed or disturbed (collectively "Alterations"), Purchaser must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alteration. Purchaser's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Purchaser from the obligations to provide written notice to Terminix of the same. Purchaser shall pay Terminix's then current charges for a service call to evaluate the Alterations and provide additional Bait Station treatment and/or Liquid Defend System treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.

**ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) any and all damage resulting from termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Purchaser to properly cure at Purchaser's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN.

Call 1.800.TERMINIX or visit [Terminix.com](http://Terminix.com)





BOISE, ID  
345 ADKINS #108  
MERIDIAN, ID 83642  
(208) 884-4700

## Terms and Conditions

**EXISTING DAMAGE.** Terminix is not responsible for the repair of either visible damage or hidden damage existing as of the date of this Agreement or occurring prior to the Effective Date of this Agreement. Damage discovered after the Effective Date of this Agreement with no verified live and active infestation present shall be deemed to have been caused before the date. Because damage may be present in areas which are inaccessible to visual inspection, Terminix does not guarantee that the damage disclosed on the Inspection Graph represents all of the existing damage as of the date of this Agreement.



# **CONTRACT FOR DUAL ENROLLMENT**

2021-2022 School Year

THIS CONTRACT is made and entered into this 22<sup>nd</sup> day of June 2021, by and between NAMPA SCHOOL DISTRICT NO. 131, hereinafter referred to as "**Nampa District**", and "**VICTORY CHARTER SCHOOL**", hereinafter referred to as "**Victory**", collectively referred to in this Contract as "**Parties**".

The parties covenant and agree as follows:

1. To be eligible for a student to be dual enrolled in a curriculum (academic) or extra-curricular activity (hereinafter collectively referred to as "**Program**"), there must be available room or a space for that student in that Program. If any specific Program reaches a maximum enrollment for that Program, priority for enrollment will be given to a full-time student enrolled in a school of Nampa District.
2. VICTORY agrees to be bound by Nampa District Board Policy and Administrative Rules and Regulations governing dual enrollment in effect as of the date of this Contract.
3. The reimbursement of costs to be paid by VICTORY for its/their students enrolled in a Program provided by Nampa District are set forth in Attachment B, incorporated herein in full by reference, and are accepted by VICTORY.
4. All students eligible for dual enrollment will be required to make application for entrance to a Program of Nampa District. (See Attachment A)
5. Reimbursements for costs of dual enrollment to Nampa District shall be by billing to VICTORY at the end of the first semester for first semester classes and fall sports and on or before May 31, 2022 for second semester classes and winter and spring sports. Payment is to be made within thirty (30) days of date of billing.



6. This Contract shall be in full force and effect for the school year 2021-2022 and will terminate June 30, 2022.

7. The provisions and stipulations of this Contract shall inure to and bind the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

**NAMPA SCHOOL DISTRICT NO. 131**

Steve LaBau  
Executive Director, Secondary Education

  
\_\_\_\_\_  
Signature

6/7/21  
Date

**VICTORY CHARTER SCHOOL**

Leslie Mauldin  
\_\_\_\_\_  
Print Name

Board Chair  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

6-21-21  
Date



Nampa School District  
Application for Dual Enrollment  
Curricular/Extra-Curricular Activities  
2021-2022

Charter School Student

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City Zip

Parent/Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Email Address: \_\_\_\_\_

Charter School Attending: \_\_\_\_\_

Nampa District School Applying To: \_\_\_\_\_ Grade: \_\_\_\_\_

Class(es) or Program(s) Applying for: \_\_\_\_\_

*Please Note: The student is not approved for attendance or participation until this form is fully signed and proof of address is verified. Any fees for participation are the responsibility of the student's charter school. We can only accept applications from students whose charter school has a signed agreement on file with the Nampa School District to pay fees associated with this student's enrollment/participation.*

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Student: \_\_\_\_\_ Date: \_\_\_\_\_

Referring School Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

NSD District Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR NSD OFFICE USE ONLY:**

Address verification must be provided with this application. A utility bill less than 30 days old, a utility hookup receipt, a rental/lease agreement or a purchase agreement are acceptable as proof of address.

Address Verified by NSD Staff: \_\_\_\_\_ Date: \_\_\_\_\_

School notified of dual enrollment approval: \_\_\_\_\_ Date: \_\_\_\_\_



# Nampa School District

## Reimbursement Costs Per Student for Public Schools Choosing Not to Share Average Daily Attendance for the 2021-2022 School Year

### Academic Participation

Reimbursement costs for academic courses are based on the monthly per capita cost incurred by the Nampa School District. This cost is published by the Idaho Department of Education and is the foundation to establish tuition rates to be charged for curricular participation for the 2020-2021 school year. **Please note that this schedule will be updated when new tuition costs are received from the State Department of Education.**

The monthly per capita cost for an **elementary** student is **\$482.34**. Elementary tuition will be prorated based on the portion of the day the student attends.

The monthly per capita cost for a **secondary** student is **\$648.41**. At the secondary level, the semester charges are calculated by multiplying the per capita amount by 9 months, dividing by the number of classes offered, then dividing by two.

In grades 6-12, a student may take up to eight classes, so the fixed amount per class will be **\$364.73** per semester ( $648.41 \times 9 \text{ months} / 8 \text{ classes} / 2 \text{ semesters}$ ).

The reimbursement costs for academic participation cover costs paid by NSD including teacher salaries and benefits, textbooks/curriculum purchases, class supplies and building costs.

### Extra-Curricular Participation

Category	Activity	Cost
High School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Dance Team, Soccer, Golf	\$460.00
High School Non Cut Sports	Track, Tennis, Cross Country, Wrestling, Football, Swim Team	\$360.00
Middle School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Soccer, Golf	\$175.00
Middle School Non Cut Sports	Track, Tennis, Cross Country, Wrestling, Football	\$175.00
All Non-Athletic Extra Curricular Activities	Middle and High School Activities	\$300.00

**Note: Marching Band and Color Guard are one-semester academic courses and students must enroll in those courses to participate.**

The reimbursement costs for extra-curricular participation include use of school uniforms (other than those included in Spirit Packs), coaches' salaries, bus transportation to and from competitions and facility expenses. These fees are refundable if the student is cut from the team due to space availability.

Transportation Fees and Activity Card Fees are paid by the athlete at the school level and are not included within the fees listed above.



## Contract for School Psychologist Services

Victory Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Victory Charter School for the 2021-2022 school year.

Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter Schools with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the charter schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools agrees to:

1. Pay for services at the rate of \$100.00 an hour on a monthly basis.
2. Provide needed tests, records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver Title: School Psychologist\_ Date: 4/29/2021

Name: [Signature] Title: Board Chair Date: 5-25-2021

## Occupational Therapy Service Contract

This agreement for occupational therapy services is entered into by and between Foundations Pediatric Therapy PLLC, hereinafter referred to as "Provider", "Occupational Therapist" or "OT" and Victory Charter School (Nampa) hereinafter referred to as "Victory" or "school".

Provider agrees to provide the following to Victory:

To provide Victory with Occupational Therapy services through the utilization of a qualified, certified and/or licensed occupational therapist or occupational therapy assistant under the supervision of an occupational therapist. The OT/COTA will maintain a current Idaho Occupational Therapy License, and abide by all Idaho licensure rules, ethics, and OT practice guidelines. Provider will also maintain liability insurance and provide documentation as such to Victory.

To provide screenings, evaluation, and treatment for individual students and/or groups as determined by the IEP team. Provider will supply testing equipment and therapy supplies in order to carry out appropriate assessment and treatment for students.

To maintain necessary records as required by OT Practice Guidelines, therapy reimbursement source- such as Medicaid - and requirements of State Department of Education Special education guidelines.

To provide education and training to school staff on topics related to Occupational Therapy and student performance in school environments upon request.

To provide administrative services necessary for the completion of required reports and records as required by Victory, OT Practice Act, and Special Education rules and regulations.

To provide all required documentation for meetings as necessary that are specific to student outcomes or school policies; OT / COTA agrees to attend relevant special education meetings as often as possible, either in person or virtual attendance via audio / video conference.

To provide a monthly statement based on a fee of \$70 per hour for all services provided on behalf of Victory including preparations for treatment, evaluations, scoring, eligibility / IEP write ups, meetings, training and all related administrative work including scheduling, documentation, checking and responding to emails, parent or teacher correspondence, etc.

Victory agrees to the following:

To provide adequate space in which Occupational Therapy can be delivered in accordance with program philosophy.



To make records / information available to Provider on students receiving or being considered for special education services.

To provide consumable materials (e.g. diagnostic, therapy) necessary for therapy assessment, management, implementation such as assessment protocols, adaptive paper or pencil grips, pencils, white board markers, erasers, etc.

To provide therapy materials too difficult to transport by the Provider but which are determined to be necessary for student outcomes or safety, such as a therapy mat or white board, etc. All materials purchased must be approved by Victory prior to purchase and will remain with the school.

To provide materials deemed necessary for implementation of student's IEP such as adaptive activity chair, therapy mats, slant boards, wiggle seat, etc. that will remain with the student.

To reimburse Provider at the rate set forth above for all services provided by an OT / COTA on behalf of Victory including preparations for treatment, evaluations, scoring, eligibility / IEP write ups, meetings, training and all related administrative work including documentation, checking emails, parent or teacher correspondence, etc.

To remit payment within thirty (30) days of receipt of invoice statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.

#### Other Terms

The terms of this Agreement shall begin on the date of execution and cease on June 30, 2022, with automatic renewal annually unless either party terminates the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other. Provider agrees to begin services with the date designated by Victory as "start date" and will determine in joint agreement with Victory which day / days are best suited for meetings and / or treatment.

Victory agrees to retain all required records for provision of Provider services for a period of three (3) years or the length required by law whichever is more.

Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations determined in accordance with the laws of the State of Idaho.

The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 27 day of July, 2021.

Victory Charter School

By: [Signature]

(Print Name): Lele Moulden

Provider

By: T. Pollock

Tiffany Pollock, OTR/L,  
Foundations Pediatric Therapy PLLC



# **GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT**

This Agreement is made by and between Compliance Services Association, Inc., an Idaho General NON-Profit corporation, located at 6003 W Overland Rd, Suite 201, Boise, ID 83709, hereinafter referred to as CSA, and Victory Charter School #451, located at 9779 Kris Jensen Ln., Nampa, ID, hereinafter referred to as the SCHOOL DISTRICT.

WHEREAS, CSA is an Idaho NON-Profit corporation organized to provide COMPLIANT MEDICAID administration to Idaho schools, and has developed a complete COMPLIANT MEDICAID administration program which provides Idaho school districts with training, administrative, consultative, statistical, audit services, and a guarantee of compliance;

WHEREAS, the SCHOOL DISTRICT wishes to obtain, and CSA wishes to furnish these COMPLIANT MEDICAID administration services;

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

1. The term of the Agreement shall be from **August 1, 2017 to July 31, 2022**.
2. CSA will provide COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment A) document attached.
3. The SCHOOL DISTRICT agrees to perform the COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment B) document attached.
4. As consideration for the provision of said services, the SCHOOL DISTRICT shall pay CSA an administration fee for all MEDICAID reimbursements received either by direct deposit, checks, or when payment is made available to the SCHOOL DISTRICT by the Idaho Department of Health & Welfare pending match payment.

# GUARANTEED SCHOOL-BASED COMPLIANCE

## MEDICAID ADMINISTRATION AGREEMENT

- a) The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.
- b) The guarantee is reflected in a service level agreement and will include (Attachment A – Attachment B);
- Idaho DHW School-Based Services Medicaid Program compliance.
  - IEP monitoring for guaranteed NO Additional audit penalties paid from SCHOOL DISTRICT funds for SBS Medicaid billing audits. CSA will credit all administration fees associated with any recouped amounts. No guarantee for IDEA compliance.
  - iTrackIEP software and iTrackLOGS. **NO OVERBILLING** (Must "Opt IN")
  - Physician referral. (Must "Opt IN")

GUARANTEE WILL NOT INCLUDE:

- Monitoring of IDEA qualifying documentation, services provided, or documentation of services provided in schools.
- Monitoring of "no school" days or student absent days.
- Monitoring of; hiring, qualifications and/or Medicaid exclusion list, of providers of services in schools.
- Monitoring of; Parental notification/approval to bill or Primary Care Physician notifications.

Added Value (No Charge) Services provided in this agreement:

(Check one box, each line)

	"Opt IN"	"Opt OUT"
Assisting with obtaining Signed Physician referrals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of iTrackIEP (Attachment D) – iTrackLOGS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- c) The Administrative Fee Table is as follows:

- **See Attachment E**

5. The parties herein covenant and agree to review the **Idaho Medicaid Provider Handbook, Rehabilitative and Health Related Service** and both parties herein covenant and agree to abide by the terms contained therein and subsequent orders and or directions as the Idaho Department of Health and Welfare shall



## **GUARANTEED SCHOOL-BASED COMPLIANCE**

### **MEDICAID ADMINISTRATION AGREEMENT**

provide in reference to the Idaho Medicaid Provider Handbook. Both parties herein acknowledge that they have a current copy of the above referenced handbook in their possession.

6. Both parties herein acknowledge and agree that the information as submitted by CSA to the Idaho Department of Health and Welfare is information provided to CSA from the SCHOOL DISTRICT through the IEP's and physician referrals. Any errors or omissions for services or billing documentation of those services provided in schools, whether or not reflected on the IEP or physician referral, may result in overpayment or underpayment, therein may affect and cause Medicaid adjustments. SCHOOL DISTRICT acknowledges that the accuracy of any Medicaid billings submitted by CSA are dependent on the accuracy of information provided to CSA by SCHOOL DISTRICT. CSA does not and will not guarantee errors or omissions for providing documented services or the billing documentation of those services. For services provided, documentation of those services and IDEA compliance, SCHOOL DISTRICT releases and holds harmless CSA, its officers and agents, from any and all liability to the Idaho Department of Health and Welfare, Medicaid or any other governmental or private person or entity for any overpayments, adjustments, demands for repayment, interest, penalties of other claims of any sort related to any services provided by CSA, including without limitation any Medicaid billings submitted by CSA or SCHOOL DISTRICT.
7. The SCHOOL DISTRICT herein acknowledges and agrees that CSA is providing a service to the SCHOOL DISTRICT that is specialized and that in the implementation of this service CSA has trained SCHOOL DISTRICT agents and has provided SCHOOL DISTRICT agents with proprietary knowledge and information that said agents would not otherwise obtain. Therefore, SCHOOL DISTRICT herein acknowledges and agrees that during the term of this agreement the SCHOOL DISTRICT or its agents will not use, consult with, hire, retain, or otherwise cause any agent of SCHOOL DISTRICT, be it a SCHOOL DISTRICT employee, agent or independent contractor, or any other person or entity, to submit Medicaid billings or otherwise compete with the services as provided by CSA to SCHOOL DISTRICT and SCHOOL DISTRICT will not independently submit claims to Medicaid or cause an agent or any other person or entity to submit such claims, and shall not circumvent CSA in any other fashion, directly or indirectly. SCHOOL DISTRICT further agrees that it will not disclose any proprietary or other information provided to it by CSA to any other person or entity, will only allow such use of such information by its agents as necessary to perform the terms of this agreement, and will return all copies of any such information to CSA at the termination of this agreement. SCHOOL DISTRICT agrees that in the case of any attempt to terminate this agreement before the end of the term, or any submission of any Medicaid billing(s) performed by SCHOOL DISTRICT or any other person or entity on its behalf,

## GUARANTEED SCHOOL-BASED COMPLIANCE

### MEDICAID ADMINISTRATION AGREEMENT

SCHOOL DISTRICT shall account for all such submissions and shall owe CSA the above-stated (Section 4(c)) administrative fee for all such submissions. SCHOOL DISTRICT also acknowledges and agrees not to disclose specialized information and knowledge learned through CSA, to other school districts or their agents, or any other person or entity, via written or verbal communications. Such disclosure is a material breach of this agreement.

8. SCHOOL DISTRICT, by executing this agreement, warrants that the person signing this agreement has the authority to do so, so as to bind SCHOOL DISTRICT to its terms, and that all necessary meetings, approvals, authorizations, votes and other matters necessary to make this a valid and enforceable agreement binding SCHOOL DISTRICT have been completed, finalized and performed.
9. This agreement represents the entire agreement of the parties and can be modified only by a writing signed by both parties. No prior verbal promises or agreements not contained herein are valid. This agreement shall be interpreted and enforced under the laws of the State of Idaho. In the event of litigation arising out of an alleged breach of this agreement, the prevailing party shall be entitled to costs and attorney fees incurred.

IN WITNESS THEREOF, the parties have signed this Agreement.

CSA: Compliance Services Association, Inc.

By: 

Date: 6/5/17

Celeste Blackburn, SBS Program Director

SCHOOL DISTRICT: Victory Charter School

By: 

Date: 6/5/17

Print: Erica Gerber

(Duly Authorized Agent)



# **GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT**

## **Attachment A**

### **Summary of Guaranteed school-based compliance Medicaid Administrative Services**

As the guaranteeing consulting and billing agent CSA agrees to adhere to all rules and regulations that govern the submitting of claims under the Rules and Regulations that govern the school-based *Rehabilitative and Health Related Services Program*.

**Below is a list of services and responsibilities that CSA agrees to deliver:**

- Guaranteed School-based services Medicaid compliance, administrative, consulting, audit services, to the SCHOOL DISTRICT. Guarantee based on information documented on the IEP and Physician referral. CSA will pay all additional audit penalties resulting in SBS Medicaid billing audits and credit all administration fees for the recouped amount. Excluding actual recoupments. No guarantee for IDEA compliance.
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with the *Rehabilitative and Health Related Services Program*
- Assistance with research and eventual identification of the SCHOOL DISTRICT Medicaid eligible population
- Reasonable efforts in securing physician's referrals (Attachment C)
- Upon request, on-site and web training and instruction for Administrators, health-related professionals, paraprofessionals, and aides
- Guaranteed, Accurate, dependable, and confidential Billing Process. Tracking and Reconciliation of all submitted claims
- Access to online service delivery software and Administrative reporting tools
- Customized reports showing the status of all Medicaid transactions and reimbursements
- Data warehousing and digital archival of School District billing information, submitted claims, service records, adjustment details, and audit information
- Assistance in Audit Readiness preparation and facilitation to ensure proper procedure and compliance; Interface with the Department of Health and Welfare as appropriate for audit findings

# GUARANTEED SCHOOL-BASED COMPLIANCE

## MEDICAID ADMINISTRATION AGREEMENT

### Attachment B

#### School District Responsibilities

As the Provider of Record, the SCHOOL DISTRICT agrees to provide information to CSA that adheres to all Rules and Regulations that govern the **School-based Rehabilitative and Health Related Services Program**. Below is a list of services and responsibilities that the SCHOOL DISTRICT agrees to perform:

**The SCHOOL DISTRICT is responsible for the following:**

- Insure that; One time Parental consents are signed, Primary Care physician notifications requirements are met, students qualify for services listed on the IEP, all services listed on the IEP and Physician referrals are performed and documented by qualified personnel, that all services and documentation is in accordance with IDEA, and that the compliant billing documentation is accurate with the documented services listed on the IEP and Physician referrals.
- Insure that qualified personnel complete and submit timely and accurate; IEP cover page and service page, amendments, service delivery logs (records) that meet Medicaid requirements for documenting service delivery and for which the SCHOOL DISTRICT is seeking reimbursement and to submit such records to CSA via paper claims or web-based software provided by CSA, so that CSA may provide timely and accurate Medicaid claims and reporting for the district.
- Insure that certifications and licensures of all practitioners are accurate and up-to-date. Insure that all practitioners submitting claims are not disqualified to do so by the Department of Health & Welfare or the Center for Medicare and Medicaid Services (CMS). Maintain necessary paperwork related to certifications, licensures, etc. of all qualified staff including contracted services for whose services the SCHOOL DISTRICT is seeking reimbursement
- Maintain all Individual Education Programs (IEPs) according to *Rehabilitative and Health Related Services* program guidelines for all services for which the SCHOOL DISTRICT is seeking Medicaid reimbursement. Provide CSA with the IEP cover page and service page and amendments.
- Maintain on file and provide CSA with copies of all recommendations or referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT is seeking reimbursement.



# **GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT**

## **Attachment C**

### **Physicians Referral**

In the event that the SCHOOL DISTRICT does "Opt IN" to have CSA provide assistance in obtaining physician referrals as part of the contractual arrangement the following applies:

- CSA will monitor physician referrals for all students for which the SCHOOL DISTRICT is submitting Medicaid claims. No claims will be submitted without insuring that a timely referral has been obtained by the SCHOOL DISTRICT for the services identified in the student's IEP. CSA will coordinate the referral process with the SCHOOL DISTRICT and make reasonable efforts to obtain a referral on behalf of the SCHOOL DISTRICT.
- When CSA has exhausted reasonable means, CSA will notify the SCHOOL DISTRICT of the names of the students for whom a referral was not obtained along with the reason why.
- CSA will maintain and archive referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT seeks reimbursement.

## **Attachment D**

### **iTrackIEP Software Solution**

- No cost to SCHOOL DISTRICT. iTrackIEP cost are limited to the state reimbursement amount for IEP software, Free data storage, Free updates, Free training, Free form creation and upgrades.
- CSA, Inc. utilizes "proprietary software" and its accompanying database system for processing, storing, and retrieving all Medicaid Billing Records. This system has been optimized for the Idaho Medicaid school-based services program, including data collection and electronic transmission requirements, and provides accurate billing services to participating Idaho School Districts.

# GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

## Attachment E

### Administration Fee Table

#### Combined Percentage (Aggregate) Not Shown

If the Federal reimbursement share is;

		1 Year	3 Year	5 Year
Tier 1	\$0 - \$500,000	14%	12%	10%
Tier 2	\$500,001 - \$1,000,000	13%	11%	9%
Tier 3	\$1,000,001 - \$1,500,000	12%	10%	8%
Tier 4	\$1,500,001 - \$2,000,000	11%	9%	7%
Tier 5	\$2,000,001 - \$2,500,000	10%	8%	6%
Tier 6	\$2,500,001 - \$3,000,000	9%	7%	5%
Tier 7	\$3,000,001 - \$3,500,000	8%	6%	4%
Tier 8	\$3,500,001 - \$4,000,000+	7%	5%	3%



## **Agreement**

This Agreement (the "Agreement") is effective July 1, 2021.

BETWEEN: Victory Charter School, Inc. (the "School"), a charter school organized and existing under the laws of the State of Idaho, with its head office located at:

9779 Kris Jensen Way  
Nampa, ID 83686

AND: BMed, Inc. ("BMed"), a corporation organized and existing under the laws of the State of Idaho, with its head office located at:

BMed, Inc.  
2422 12th Ave Road, #356  
Nampa, Idaho 83686-6300

WHEREAS the School operates a Harbor School Method™ charter school (the "Program");

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, owns the copyright and has knowledge and expertise in the area of establishing, developing, operating and managing Harbor School Method™ charter schools;

WHEREAS the School wants to continue the Harbor School Method™ and considers that BMed's expertise will enable the School to successfully operate its Program and ensure it meets all of the qualifications and requirements necessary to operate as a Harbor School Method™ charter school;

WHEREAS BMed has represented to the School that it shall, during the term of this Agreement be primarily responsible for the provision of the services to be provided hereunder;

WHEREAS the School wishes to engage BMed to provide the Harbor School Method™ to the School on the terms and conditions set out below, to assure that such method is properly and consistently implemented, and BMed is prepared to enter into the present Agreement with the School.

WHEREAS, the parties desire to clarify that the annual fees hereunder have always been intended to be fixed annual fees of \$15,000 and that said \$15,000 fixed amount has been paid each year by the School to BMed since the date of the original Agreement; and

WHEREAS, the parties further desire to clarify that the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the assistance and review by BMed to assure that such educational method is properly implemented.

WHEREAS the School and BMed are parties to an agreement dated July 1, 2021

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT

The School hereby engages BMed to provide consultation, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in the Agreement and such services as may, from time to time, be requested by the School. Such services shall be provided by BMed and through such other agents and supervisors as may be named by BMed.

2. TERMS AND RENEWAL

2.1 The terms of the Agreement shall run until June 30, 2026, being not later than 5 years from the date of this agreement unless sooner terminated or subsequently continued in accordance with the terms and conditions of the Agreement.

2.2 BMed may offer to renew this Agreement in accordance with the terms and conditions hereof for further periods of five (5) years each by giving notice in writing to the School not later than two (2) months prior to the expiration of this Agreement or the renewal thereof. Such notice shall include BMed's proposal for any changes in terms or conditions of this Agreement. The School shall communicate its acceptance of such offer by giving notice in writing thereof to BMed no later than two (2) weeks after receipt of the said offer. Any proposed changes in the service fees or other terms and conditions shall be agreed upon in writing between the parties.

2.3 Failing such renewal and acceptance thereof, this Agreement shall terminate at the end of the term or of the renewal term, as the case may be, without further notice.

3. FEES AND PAYMENTS

3.1 BMed shall be paid a fee for its services for each subsequent year. An invoice for such fee shall be submitted on or before July 1 of each year to the School's Governing Board and shall be a fixed fee of \$15,000.00 per year for the balance of this Agreement which is the same annual fee that has been charged since the inception of this Agreement.

4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BMED

BMed's rights, duties and responsibilities towards the School shall include, but not be limited to the following services and actions to assure that the Harbor School Method™ is properly followed:

- Review all emails from the Administrator(s) to board members, staff, and parents;
- Provide input, guidance and training that is consistent with the Harbor School Method™ to School administrator(s) on personnel, parent and student issues as those issues occur;
- Review and advise on projected School budgets prior to their submission by the Administrators to the School's Governing Board for board approval;
- Review and advise on School purchases;
- Review and advise on staff evaluations, including related pay increases and/or raises



prior to their submission by the School's Governing Board for board approval;

- Conduct random onsite evaluations and reviews at BMed's discretion;
- Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation. A copy of the Harbor School Method™ criteria is attached to this Agreement as Exhibit A.

## 5. DEFAULT AND TERMINATION

5.1 The School shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:

- (a) The School becomes insolvent and/or the School's charter is revoked;
- (b) The School fails, refuses or neglects to promptly pay any monies owing BMed when due under this Agreement.
- (c) BMed in its discretion determines that the School has failed to properly follow the Harbor School Method™

5.2 BMed shall be deemed to be in default under this Agreement at the occurrence of any of the following events:

- BMed fails, refuses or neglects to promptly perform any obligations owing to the School under this Agreement.

5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to immediately terminate this Agreement.

5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor Method School™, will have no right to use the Harbor School Method™ and shall remove the Harbor School Method™ designation from all materials, including but not limited to, curriculum, web sites, advertising materials, and charter school documents.

## 6. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMed, Inc., becomes incapacitated for any reason or in the event of her death, Seth Stallcop will succeed her as president and this Agreement and all of the provisions will continue to be binding upon the parties.

## 7. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

7.1 It is understood and agreed to and acknowledged by the Parties that this Agreement does not create any fiduciary relationship between them, and that nothing in this Agreement is intended to, nor shall it be construed to constitute a joint venture or any other type of partnership.

7.2 The School agrees to hold BMed harmless from any liability under any contract entered into with any third party relating to this Agreement, and to reimburse BMed the amount of any expense that BMed may make or incur in connection with such contracts.

7.3 The School further undertakes to Indemnify and hold harmless BMed from any claim

made by any person for any relief whatsoever whether or not arising out of any act or omission of BMed or any person acting under its supervision, whether or not the claim is well-founded.

#### 8. SEVERABILITY AND CONSTRUCTION

- 8.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Agreement shall be considered severable, and if, for any reason whatsoever, any article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provision of this Agreement, and the latter shall continue to be given full force and effect by the parties and construed as if such invalid, illegal or unenforceable article, term, condition were omitted.
- 8.2 All captions, titles, headings and article numbers herein have been inserted solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provision hereof, nor to limit the scope of the provision to which they refer.
- 8.3 All reference herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.
- 8.4 This Agreement constitutes the entire, full and complete Agreement between the School and BMed concerning the subject matter hereof, and shall supersede all other agreements, no other representations having induced the School to execute this agreement. No amendment, change or variance of the Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them or their respective authorized employees, officer, or agents in writing.

#### 9. WAIVER

No failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of the Agreement. In particular, no acceptance by BMed of any payments due to it hereunder shall be deemed to be a waiver by BMed of any preceding breach by the School of any of the terms, conditions or provision of this Agreement.

#### 10. NOTICES

Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the following addresses unless and until a different address has been designated by notice in writing to the other party:



Victory Charter School, Inc.  
9779 Kris Jensen Way  
Nampa, ID 83686

BMED, Inc.  
2422 12th Ave Road, I#356  
Nampa, Idaho 83686-6300


11. GOVERNING LAW


This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, which law shall prevail in the event of any conflict of parties.

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

VICTORY CHARTER SCHOOL, INC.

BMED, INC.

  
\_\_\_\_\_  
Leslie Mauldin  
Victory Charter School Governing Board

  
\_\_\_\_\_  
Rebecca Stallcop, President  
BMed, Inc.

## **HOLD HARMLESS AGREEMENT**

This document memorializes the Hold Harmless Agreement ("Agreement") entered into between Liberty Charter School ("Liberty") and Victory Charter School ("Victory"), (collectively referred to as the "Parties") and contains all the terms of the Agreement between the Parties. Any changes or additions to this agreement must be in writing and signed by both Parties.

WHEREAS: Pursuant to and in accordance with Idaho Code Section 33-203, from time to time, students of Liberty may dual enroll at Victory, and students at Victory may similarly dual enroll at Liberty;

WHEREAS: The Parties acknowledge and agree that both shall follow the procedures and requirements set forth at Idaho Code Section 33-203, when accepting and enrolling dual enrollment students from the other school; and

WHEREAS: The Parties desire to clarify their mutual understanding with regard to any and all claims, legal or otherwise that could possibly be brought, one against the other, as a result of mutual student dual enrollment;

WHEREFORE, pursuant to the above, the Parties agree as follows

1. Commencing on or about November 1, 2020, the Parties mutually agree to release, indemnify and hold harmless the other, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation, and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof whatsoever which may accrue on account of or in any way grow out of the dual enrollment of any student from one school to the other.

2. All written correspondence regarding this Agreement shall be forwarded to the following person's and addresses:

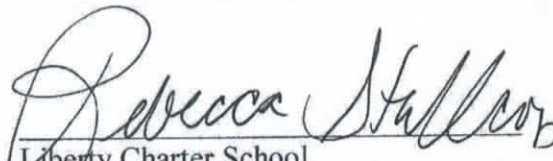


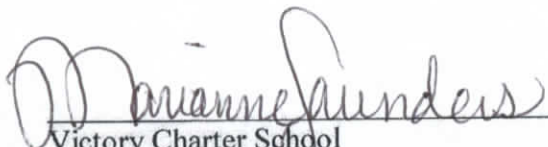
MRS. REBECCA STALLCOP - Principal  
Liberty Charter School  
9955 Kris Jensen Lane  
Nampa, ID 83686

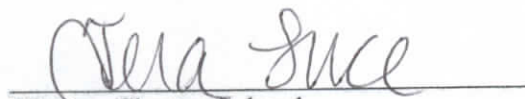
DR. MARIANNE SAUNDERS - Co-Principal  
MRS. TERA LUCE - Co-Principal  
Victory Charter School  
9779 Kris Jensen Lane  
Nampa, ID 83686

3. This Agreement shall be construed under the laws of the State of Idaho. Federal and State Courts in Idaho shall have exclusive jurisdiction and venue over this Agreement and the Parties, and shall serve as the exclusive venue for all litigation between the Parties arising from this Agreement. Litigation commenced in any other venue shall be transferred to Idaho.

4. The Parties below, by their signatures, hereby represent that they are authorized to enter into this Agreement and bind the respective parties thereto, and acknowledge that they have read and understand the terms set forth herein:

  
Liberty Charter School  
MRS. REBECCA STALLCOP - Principal  
Date: 12/1/2020

  
Victory Charter School  
DR. MARIANNE SAUNDERS - Principal  
Date: 12/15/2020

  
Victory Charter School  
MRS. TERA LUCE - Principal  
Date: 12/15/2020

# Food Service Agreement Contract

THIS AGREEMENT is made and entered into between Food Service Director, Debby Hall, and Victory Charter School, Inc.

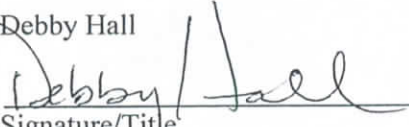
WHEREAS the Food Service Director agrees to oversee the food service department at Victory.

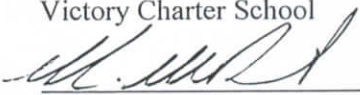
- The Food Service Director will provide standardized recipes that have been analyzed to meet the standards of USDA.
- Will provide analyzed menus that will meet the standards of USDA
- Will provide production sheets and task sheets
- Will attend the yearly bid meetings to procure all items that are to be used in the following school year.

Will keep all records of nutritionals, CN labels and menus that the State Department requires for a review. Will make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture (USDA) for audit or administrative review at a reasonable time and place.

- Will do all of the renewal application packet for the State Department every year, which includes the following:
  - Setting the lunch prices for students and adults using the PLE tool provided by the State Department.
  - Sending out the public release to the Press.
  - Making sure all of our food service policies, are up to date. ( Wellness, charging, smart snacks, etc.)
  - Completing the Non-program Food Revenue Tool
  - Assisting in the completion of free and reduced forms
- Will complete the amended budget and projected Budget
- Will keep an eye on that budget and numbers being served.
- Will support any issues the kitchen managers have and will help with the hiring of all employees.
- Will check on the kitchen to make sure everything is being taken care of in an environment that is warm, clean and nurturing for the students at Victory Charter School.
- Will do whatever needs to be done to insure that the food service department is running at its peak at all times.
- For the services above Victory agrees to pay the Food Service Director (Debby Hall) \$5000.00 per school year until either party terminates the contract with 30 day written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Debby Hall  
  
Signature/Title  
3/14/18  
Date

Victory Charter School  
  
Signature/Title  
CO-ADMINISTRATOR  
3/12/18  
Date



**Liberty Charter & Victory Charter School  
Sewer Lift Station Maintenance Agreement**

**Section 1**

**Agreement**

This agreement made and entered into this 5<sup>th</sup> day of June, 2019 by and between Liberty Charter & Victory Charter School, hereby known as the Owner and Black Water, LLC. PO Box 3723, Nampa, ID 83653. Hereby known as the contractor.

Whereas, Owner owns certain properties situated in the, State of Idaho, called Liberty Charter & Victory Charter School, hereinafter referred to as the project.

Whereas, Owner desires to engage the services of contractor to maintain some of the improvements made to the property.

Now, therefore, the premises being as hereinafter described and in consideration of the agreement of the parties hereinafter set forth.

**IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

**ARTICLE I-CONTRACTOR**

- A. The Contractor specifically states that it is an independent contractor and not an employee of owner, doing business as Black Water, LLC. Contractor shall independently comply with all Workman Compensation and Unemployment laws and shall release Association from any and all liability, record keeping and compensation pertaining to Contractor and its employees.
- B. The Contractor specifically states and agrees that Contractor is knowledgeable in the area of work being contracted for and familiar with the codes, ordinances, or laws they pertain to the installation of materials and workmanship as specified in this contract, project drawings and specifications.

**ARTICLE II-MANAGER/OWNER REPRESENTATION**

- A. Owner has engaged the services of \_\_\_\_\_ to handle the day to day management of the association affairs and business. As such, Contractor shall work under the supervision and direction of \_\_\_\_\_, Phone \_\_\_\_\_.

**ARTICLE III-SCOPE OF WORK**

- A. The Contractor will inspect the site and familiarize himself with all the existing conditions to be encountered in the work, and hereby agrees to furnish the materials, the equipment and labor necessary to perform Lift Station maintenance in accordance with the following requirements and provisions of the drawings and specifications from Owner, for the sum of (\$3000.00) per twelve month period.
- B. Minimum requirements:
  - 1. Provide 24/7 on-call support and emergency repair.
  - 2. Weekly Inspection
    - A. Text Buddy Boyd when onsite
    - B. Record pump run times.
    - C. Inspect wet well for abnormal conditions.
  - 3. Monthly inspection to take place the last week of each month.
    - A. Inspect control panel for evidence of required maintenance or repair.
    - B. Run pumps to ensure functionality.
    - C. Record pump run times.
    - D. Record pump amperage readings.
    - E. Remove heavy grease and floating debris from wet well.
    - F. Clean floats if necessary.
    - G. Weed control within Lift Station immediate area.
  - 4. Perform following preventive maintenance test two (2) times per year:
    - A. Inspect control panel for loose or corroded contacts. Tighten or clean as required.

- B. Perform functionality test of all indicator lights and manual switches and buttons.
- C. Test automatic operation of backup system.
- D. Run pump to fill lines, check for leaks, and tighten joints as required.
- E. Test operation of high and low water level, and power failure alarms. Verify alarm received by remote monitoring station.
- F. Test operation of, Pressure Transducer high/low pressure switch. Adjust as required.
- G. Ensure control cabinet and immediate area is clean before closing.

#### **ARTICLE IV-CONTRACT PAYMENTS**

The owner shall pay the Contractor for the performance of the work as stated in Article III herein, as outlined below.

The contractor understands that he will take this amount in full payment for the performance of the work and that there will be no change in the contract price except herein Article IV.

The owner shall make payments on account of the contractor as follows:

- A. \$250.00 monthly payments.
- B. On no later than the 5<sup>th</sup> day of every month, the Contractor shall present to the owner a Request of Payment for the contract fee and any additional work, if any, performed in the previous month. Request shall be made on a form furnished by or acceptable to the owner. Said form shall be completed in its entirety. The owner shall pay for work in addition to the contract fee at a rate of \$80.00 per man hour, and \$125 per man hour for crane truck.
- C. The owner shall make available to the Contractor for payment to be received either in person or by mail so that the Contractor is paid by the 15<sup>th</sup> day of the month. However, failure by Contractor to submit request for payment on time or at all, will result in late or non-payments as applicable.
- D. The owner shall have the right to make any and all deductions as provided for under this agreement from any progress payment. Such deduction shall be clearly stated in an appropriate manner and be attached with the payment to the contractor.

#### **ARTICLE V-TIME OF COMPLETION**

The Contractor shall prosecute its work with due diligence. In the event of default of Contractor to perform its work, or in discretion of the Owner that Contractor is not meeting the schedule, in conjunction with liquidated damages, the Owner shall have the right to contract with another contractor to complete any or all work as deemed appropriate by Owner. In doing so, all cost associated with said charge shall be deducted from any amounts due Contractor.

#### **ARTICLE VI-MODIFICATION OF CONTRACT WORK OR TIME**


Any and all changes to this contract shall be provided for in this Article.

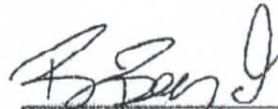
- A. Owner Changes. Contractor shall be entitled to payment for any work modifications in the scope of work as directed by the Owner. With the exception of emergencies, Contractor shall receive a written directive and respond with the cost for said modification of work. The Owner shall respond with a directive to proceed and follow up with the appropriate written change order.
- B. Contractor Changes. Contractor shall notify the Owner in writing of any modification work, contract amounts, that Contractor deems he is entitled to or is appropriate for the project. The Owner shall respond to any such request and give appropriate direction.
- C. Abandonment of Lift Station. Contractor will pro rate the total of this contract if the station is abandon due to no fault of owner. Owner will notify contractor 30 days in advance in writing. Contractor will charge our hourly rate of \$80.00 per man hour for any additional work performed by the direction of the owner.



**Section Two**  
**Term of Service Provider Contract**

The term of this Service Contract is five years, beginning 5<sup>th</sup> day of June, 2019 and terminating on the 4<sup>th</sup> day of June, 2024. The contract shall automatically renew at the end of this term unless 60 days written notice of termination is provided by either party. The contract can be terminated by either party should the other party not meet the described obligations of the contract by providing 60 days written notice.

  
Mike Williams-Black  
Black Water, LLC

  
Liberty Charter & Victory Charter School  
Accepted By:  
Position: Facilities Dir.

**MEMORANDUM OF AGREEMENT**  
**ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS**  
**TO ENROLL AND ATTEND VICTORY CHARTER SCHOOL**

WHEREAS, Victory Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Victory Charter School and Legacy Charter School operate at Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Victory Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, now the governing boards of Victory Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years and has successfully completed the eighth (8<sup>th</sup>) grade shall receive a first priority admissions preference (after Liberty's preferences, ie. Liberty siblings) as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and



FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years and has successfully completed the eighth (8th) grade shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Victory Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and


FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

Date Approved by Governing Board: 5-24-10/a

  
Governing Board Chair  
Victory Charter School

Signature Date: \_\_\_\_\_

Date Approve by Governing Board: 5-19-16

  
Governing Board Chair  
Legacy Charter School

Signature Date: 5-19-16