

PERSONAL PROPERTY LEASE AGREEMENT

This Personal Property Lease Agreement (“Agreement”) is made and entered into on June 17, 2024, (the “Effective Date”) by and between Northwest Lands Unlimited, LLC, an Idaho limited liability company whose address is 212 W. Ironwood Dr., #D102, Coeur d’Alene, Idaho 83814-1403 (“Lessor”) and Coeur d’Alene Charter Academy, a public charter school organized under the laws of the State of Idaho whose address is 4904 N. Duncan Dr., Coeur d’Alene, Idaho 83815 (“Lessee”). Lessor and Lessee are sometimes collectively referred to herein as the “Parties.”

Lessor leases and rents to Lessee, and Lessee leases and rents from Lessor, the personal property more particularly described as follows: a 2003 Haulmark Cargo Trailer, VIN #16HCB12143A008319 (the “Equipment”).

The term of this lease shall commence on the date first above written and terminate upon the release of the contract of Michael Harrision as the Band Director with Coeur d’Alene Charter Academy or at the request of Northwest Lands Unlimited, LLC. under the following terms and conditions:

1. **Rent.** Lessor and Lessee agree that no monthly or annual rent shall be due under this Agreement during the Rental Period.

2. **Use.** Lessee agrees that the Equipment will be used solely for the purposes related to Lessee’s music program, unless other uses are approved in writing by Lessor.

3. **Maintenance, Modification and Repair of Equipment.** Lessee shall, at its own expense, maintain the Equipment in good repair and operative condition and return it at the end of the Rental Period or the earlier termination of this Agreement to Lessor at such location requested by Lessor, in the same condition as it was received from Lessor, reasonable wear and tear and modifications as authorized herein excepted. Lessor hereby authorizes Lessee to make any modifications to the Equipment as Lessee deems necessary in its sole discretion and agrees to hold Lessee harmless from any injury or damage to the Equipment arising out of such modifications. Such modifications include, but are not limited to, painting of the interior and exterior of the trailer in any scheme deemed suitable by Lessee. Risk of loss or damage to the Equipment by fire, vandalism, theft or damage by the elements shall be that of Lessee. Lessee shall be responsible for any loss, expense, fine, and penalty arising from any action or on account of damage to property or the Equipment occasioned by the operation, handling, or transportation of the Equipment during the Rental Period.

4. **Delivery of Equipment; Condition of Equipment.** As soon as it is commercially reasonable after the Effective Date, Lessee shall pick up the Equipment from its current location with Lessor. The Equipment shall be leased by Lessee in its current “as-is” “where-is” condition, with no warranties, express or implied, including any warranty of fitness for a particular purpose.

5. **No Liens.** Title to the Equipment shall at all times remain in Lessor unless transferred to Lessee through sale or other conveyance. Lessee shall give Lessor immediate notice in case the Equipment is levied upon or, from any cause, becomes liable to seizure.

6. **Default and Termination of Agreement.** If Lessee defaults in the payment of rent or defaults in keeping any of the other terms of this Agreement, Lessor may terminate this Agreement upon three (3) days' written notice to Lessee and repossess the Equipment. Upon a declaration of said default, Lessee agrees to voluntarily relinquish possession of the Equipment to Lessor. If Lessor defaults in any of its obligations under this Agreement, Lessee shall have the right to terminate this Agreement upon ten (10) days' written notice to Lessor. Either party may terminate this Agreement by given thirty (30) days written notice to the other party.

7. **Indemnification.** To the extent permitted by Idaho law, Lessee agrees to indemnify, defend, and hold harmless Lessor, its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the use of the Equipment by Lessee, its officials, agents, employees, volunteers or representatives under this Agreement.

8. **No Assignment.** This Agreement may not be assigned without the Lessor's express written consent, which consent may not be unreasonably withheld.

9. **Authority.** Each party represents to the other that it has full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required action and approvals therefore have been duly taken and obtained. Further, the individuals executing this Agreement on behalf of the respective Parties are and shall be duly authorized to sign the same on such party's behalf and to bind such parties.

10. **Entire Agreement.** This is the entire agreement of the Parties and can only be modified or amended in writing by the Parties.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lessor:

Northwest Lands Unlimited, LLC

By:


John E. Neirnickx II, Member

)ss.
County of Kootenai)

Subscribed and sworn to (or affirmed) before me, John E. Neirinckx II, on June 11th, 2024, by John E. Neirinckx II, Member of Northwest Lands Unlimited, LLC.

Notary Public for Idaho

Residing at: CDT

Commission Expires: 04/18/2028



ALEXANDRA NELSON
COMMISSION NO. 20222018
NOTARY PUBLIC
STATE OF IDAHO

Lessee:

Coeur d'Alene Charter Academy

By:

Scott MacPhee, Board Chair

Attest:

Laura Beyer, Board Clerk