



Residential & Commercial Alarm Systems
CCTV, U.L. Listed Monitoring
CRANE ALARM SERVICE

"Providing Peace of Mind Since 1964"

P.O. Box 865 • Nampa, Idaho 83653 • Phone (208) 466-0613

Date 6/7/2013

ALARM SYSTEM AGREEMENT

AGREEMENT between CRANE ALARM SERVICE / WESTMONICO, an Idaho corporation and the following described customer
(Customer)

Agreement No. IP-4021 - Security

ALV-3036 - Fire

Name Legacy Christian School

Telephone Number (208) 467-0947

Billing

Service

Address On File

Address 4015 Legacy Way
Nampa, ID
83686

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

System

- ☒ Security
☒ Fire
☐ Other: _____

Service

- ☒ Monitoring
☐ Opening & Closing Reports
☐ Supervised Opening & Closing Reports
☐ Remote Arming & Disarming

Inspections

- ☐ Quarterly Fire Alarm Inspections
☐ Semi-Annual Fire Alarm Inspections
☒ Annual Fire Alarm Inspection

☒ **Payment for Monitoring.** Customer agrees to pay Contractor \$ 55.00 per month for ongoing monitoring, payable monthly in advance commencing on the date the 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 ongoing monthly charges specified above for the balance of the term and any renewal thereof. Such increases 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 ongoing charges. If Contractor increases the basic ongoing charge by an amount greater than the 15% herewith agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notifications of such increase.

☒ **Payment for Inspection.** Customer agrees to pay Contractor \$ 1500.00 after completion of the Fire Inspection. Payment is due no later than 30 days after the completion of the inspection. Customer further agrees that at any time beyond the net 30 of this Agreement, if payment is not received, Contractor may hold the inspection report in possession and submit the customer to the local AHJ for affirmative action. Contractor holds the ability to submit the customer to collections if no payment arrangements have been made, or received, if they deem necessary.

Term, Renewal, and Expiration. This agreement shall remain in force for an initial term of 24 months from the date the system is installed or inspected, whichever is applicable; and becomes operative, in compliance, or the date of the execution of this Agreement-whichever is later. It shall be automatically renewed for consecutive terms of two years, unless one party gives written notice to the other at least 60 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 makes 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 occurrence, or their related consequences, that the System or Services are designed to detect. It is impractical and extremely difficult to fix the actual damage, if any, that may proximately result from failure on the part of 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 or indirectly 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 a 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 directly or indirectly to person or property from the performance or nonperformance of 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 the Contractor more than one year after the accrual of the cause of action therefor. 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 or 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 or Services 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 this 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 the possession of the 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 or apparent 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 5:00p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED 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 OR 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 OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR



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

SERVICE AGREEMENT PROPOSAL

* HVAC License #: HVC-C-1188

* Contractor License #: RCE-7459

8/18/2016

To: General Manager

Re: Legacy 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	\$ <u>2235.00</u>
Billed Quarterly at	\$ <u>558.75</u>

Very Best Regards,

Monty Seal
Service Manager

Accepted by: _____

Date: _____

8/22/16

TERMINIX PEST CONTROL SERVICE PROPOSAL

Why You Should Choose Terminix

Your problem will be solved by a trained professional, backed by the resources of the most respected technical team in the industry. We proudly protect more businesses than any other pest management provider, and we've done so since 1927. We would love to protect you, too. **Our business is protecting yours. Call us 24/7 at 1-866-319-5967.**

Address Information

Service Location

405 LEAGACY WAY
NAMPA, ID 83686
USA

Bill To

405 LEAGACY WAY
NAMPA, ID 83686
USA

Terminix Commercial Pest Control Service

Scope of Work	De-web exterior of building. Treat foundation with residual pest control product. Interior spot treatments per request at no charge.
Target Pest(s)	General Pest
Standard Covered Pests*	Includes: cockroaches, non-poisonous spiders, mice, rats, silverfish, "house" ants*, centipedes, millipedes, earwigs, house crickets and paper wasps.

*Premium Pests Coverage:

Carpenter, Fire, Crazy and Pharaoh Ants, Bed Bugs, Brown Recluse or Black Widow Spiders, Flies, Honey Bees and Stored Product Pests, are not covered unless specifically identified as the Target Pest. Subject to additional charges.

Terminix will provide a proposal for additional services to treat non-covered pests upon their identification by our Service Professional.

inside + outside

Detail of Charges

Service Location	Street Address	Line Item Description	Quantity	Sales Price	Total Price
LEGACY CHARTER SCHO	405 LEAGACY WAY	Initial Charge	1.00	\$100.00	\$100.00
LEGACY CHARTER SCHO	405 LEAGACY WAY	Service Price: 100.00 @ 3 services	1.00	\$300.00	\$300.00

Annual Investment

First year total service amount includes the price of the initial service, equipment and one year of service.
3% discount when annual investment is paid in advance.

Initial Service	\$100.00	1st Year Total	\$400.00
Initial Equipment	\$0.00	Service Amount	
Tax	\$0.00	Tax	\$0.00

Initial Total	\$100.00
Service	\$100.00 - Quarterly

1st Year Total	\$400.00
2nd Year Total	\$400.00
Service Amount	

Easy Pay Feature - If Applicable

Customer authorizes Terminix to automatically debit Customer's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Customer of a written notice to cancel such authorization. Customer understands that cancellation of this authorization does not cancel Customer's obligations under this Agreement.

THE TERMS AND CONDITIONS SET FORTH BELOW, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AND ANY ADDITIONAL PROVISIONS ATTACHED HERETO, AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Terminix Authorization and Customer Acceptance

Customer Acceptance

Date

Terminix Authorization

Prepared By Scott Kierstead

Date

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Terms and Conditions

1. INITIAL TERM; RENEWAL. The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.

2. FEES. Customer shall pay the fees for Initial Service Visit and subsequent Service Visits (either monthly or quarterly as selected by Customer) for the Initial Term and any Renewal Term in accordance with the payment terms set forth above based upon the Payment Option selected by Customer.

3. PEST CONTROL SERVICE PLAN. Terminix shall control for and mitigate against infestations of Standard Pests located in and around the structures on the Customer's premises through delivery of regular pest control service. For an additional charge if requested by the Customer, Terminix shall control for and mitigate against infestations of Premium Pests located in and around the structures on the Customer's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE CUSTOMER FOR ANY SUCH DAMAGE.

a. INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS. On the initial service visit, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement (the "Initial Treatment"). Subsequent to the Initial Treatment, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement at the frequency selected by Customer in this Agreement during the Initial Term and any Renewal Term. Additionally, for control of certain pests, Terminix may utilize other pest control strategies including but not limited to, use of traps and glue boards.

b. STANDARD PESTS. Includes: cockroaches, mice, rats, silverfish, "house" ants (other than ants listed in Section 3.c. below), centipedes, millipedes, earwigs, house crickets and paper wasps.

c. PREMIUM PESTS. Includes: fleas, ticks, Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants, Black Widow Spiders, Brown

Recluse Spiders and bees (Yellow Jackets, Hornets, Honey Bees and Wasps) and Clothes Moths.

d. EXCLUDED PESTS. Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, dry wood, damp wood), wood boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified in Section 3.b. and 3.c. above, unless otherwise agreed to in writing by Terminix.

e. INTERIM SERVICE VISITS. Subject to the limitations in Section 6 – Purchaser Cooperation, Terminix shall, upon the request of Customer and at no additional costs to Customer, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests which occur between the regularly scheduled monthly or quarterly service visits.

4. TERMINIX ULTIMATE PROTECTION GUARANTEE. SUBJECT TO THE OBLIGATIONS OF CUSTOMER IN SECTIONS 6 AND 8 OF THIS AGREEMENT, THE SERVICES ARE PROVIDED IN ACCORDANCE WITH TERMINIX'S "ULTIMATE PROTECTION GUARANTEE." SPECIFICALLY, IF CUSTOMER IS NOT REASONABLY SATISFIED WITH THE QUALITY OF TERMINIX'S PEST CONTROL SERVICES PROVIDED TO ONE OR MORE CUSTOMER SITES, CUSTOMER SHALL PROVIDE WRITTEN NOTICE TO TERMINIX OF SUCH SERVICE DEFICIENCY AND TERMINIX SHALL CORRECT SUCH SERVICE DEFICIENCY WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE. IF TERMINIX FAILS TO CORRECT SUCH SERVICE DEFICIENCY TO THE REASONABLE SATISFACTION OF CUSTOMER WITHIN SUCH THIRTY (30) DAY PERIOD, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PROVIDED THAT CUSTOMER IS NOT OTHERWISE IN MATERIAL BREACH OF THE AGREEMENT, FOR EACH CUSTOMER SITE THAT TERMINIX FAILED TO CORRECT SUCH SERVICE DEFICIENCY (EACH AN "UNCURED SITE"), TERMINIX SHALL REFUND TO CUSTOMER AN AMOUNT EQUAL TO THE PREVIOUS THREE (3) MONTHS OF SERVICE FEES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES PROVIDED TO SUCH UNCURED SITE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT. FOLLOWING THE PAYMENT BY TERMINIX OF THE REFUND FOR SUCH UNCURED SITE(S), TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO SUCH UNCURED SITE(S) SHALL IMMEDIATELY TERMINATE. EXCEPT FOR THE TERMINATION OF TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO THE UNCURED SITE(S), THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

A. REGULATORY FINE PROTECTION. IF DURING THE TERM OF THIS AGREEMENT, A FINE IS ASSESSED AGAINST CUSTOMER BY A MUNICIPAL, STATE OR FEDERAL GOVERNMENTAL AGENCY BASED SOLELY UPON AN INFESTATION OF ANY PESTS COVERED BY THIS AGREEMENT, TERMINIX SHALL PAY TO CUSTOMER AN AMOUNT EQUAL TO SUCH FINE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT (THE "FINE REIMBURSEMENT PAYMENT"); PROVIDED, HOWEVER, THAT TERMINIX SHALL HAVE NO OBLIGATION TO PAY TO CUSTOMER THE FINE REIMBURSEMENT PAYMENT UNLESS: (A) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS FULLY SATISFIED ALL OUTSTANDING PAYMENT OBLIGATIONS UNDER THIS AGREEMENT AND IS NOT OTHERWISE IN BREACH OF THIS AGREEMENT; (B) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS CORRECTED TO TERMINIX'S REASONABLE SATISFACTION ALL CONDITIONS CONDUCTIVE TO PEST BREEDING AND HARBORAGE AS RECOMMENDED BY TERMINIX PURSUANT TO SECTIONS 6 AND 8 OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY SANITATION AND STRUCTURAL RECOMMENDATIONS; AND (C) PRIOR TO PAYMENT OF THE ASSESSED FINE TO THE GOVERNMENTAL AGENCY, TERMINIX, IS AFFORDED A REASONABLE OPPORTUNITY TO ATTEMPT TO MITIGATE, REDUCE OR ELIMINATE SUCH FINE THROUGH THE FILING OF ADMINISTRATIVE AND/OR JUDICIAL PROCEEDINGS ON BEHALF OF CUSTOMER. IN SUCH EVENT, TERMINIX MAY RETAIN COUNSEL, AT THE SOLE COST OF TERMINIX, TO REPRESENT CUSTOMER AND TERMINIX. TERMINIX SHALL CONTROL THE PROCEEDINGS BUT SHALL REGULARLY CONSULT WITH CUSTOMER REGARDING THE STATUS OF THE PROCEEDINGS. CUSTOMER SHALL REASONABLY COOPERATE WITH TERMINIX AND COUNSEL IN THE PROSECUTION OF THE ACTION INCLUDING GATHERING OF EVIDENCE AND PROVISION OF TESTIMONY IN SUPPORT OF THE ACTION AS REQUESTED BY SUCH COUNSEL.

5. ACCESS TO PROPERTY. Customer must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.

6. CUSTOMER COOPERATION. Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.

7. LIMITATION OF LIABILITY, LIMITED WARRANTY. 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. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.

8. WATER LEAKAGE. Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer'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.

9. OWNERSHIP TRANSFER. Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the service charges 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 of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.

10. FORCE MAJEURE. Terminix shall not be liable to Customer 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.

11. ADDITIONAL DISCLAIMERS. This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) 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 Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.

12. 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 service charges or terminate this Agreement.

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

14. CHANGE IN TERMS. At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

15. 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.

16. 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, 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.

17. 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.

18. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 16 of this Agreement 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.

19. 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.

Signature: Seth Stallcop
Seth Stallcop (Oct 30, 2014)

Email: office@legacycharterschool.net

Signature: Scott Kierstead
Scott Kierstead (Oct 30, 2014)

Email: skierstead@terminix.com

COPY RENTAL AGREEMENT

Please fax completed Agreement to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795



This Agreement has been written in "Plain English". When we use the words You and Your in this Agreement, we mean the Customer described below. When we use the words We, Us, and Our, We mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

CUSTOMER INFORMATION	Customer Name	LEGACY PUBLIC CHARTER SCHOOL, INC	208-339-03
	Billing Street Address/City/State/Zip	4015 S LEGACY WAY, NAMPA, ID 83686	Customer Phone Number 208-571-2936
	Equipment Location (if different from above)		Federal Tax ID Number 21-25154168

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER")	BOISE OFFICE EQUIPMENT	Supplier Phone Number 208-377-1666
	Street Address/City/State/Zip	330 N ANCESTOR PL., BOISE, ID 83704	

EQUIPMENT DESCRIPTION	Make / Model / Accessories	Serial Number	Starting Meter
	Kyocera 8001i with Fax and 4k Finisher		

RENTAL TERMS	RENTAL PAYMENT AMOUNT	Security Deposit
Term in Months <u>63 - 90 days del</u>	<u>60</u> Payments of \$ <u>449.95</u> <u>3 payments @ \$ 0-</u> (Plus Applicable Taxes)	\$ <u> </u> (Plus Applicable Taxes)
Payment includes <u>30,000</u> B&W copies per month	Overage at \$ <u>.005</u> per B&W copy	
Payment includes <u> </u> Color copies per month	Overage at \$ <u> </u> per Color copy	
Payment includes <u> </u> B&W prints per month	Overage at \$ <u> </u> per B&W print	
Payment includes <u> </u> Color prints per month	Overage at \$ <u> </u> per Color print	
Payment includes <u> </u> B&W copies per month	Overage at \$ <u> </u> per B&W copy	

Meter Frequency: ☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

END OF TERM OPTIONS
☒ You will have the following options at the end of the original term, provided the Rental Agreement has not terminated early and no event of default under the Rental Agreement has occurred and is continuing:
☒ Fair Market Value Purchase Option ☐ \$1.00 Purchase Option ☐ Fixed Price Purchase Option of % of Total Cash Price

TERMS AND CONDITIONS
 BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU: (i) HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL. YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO, (v) CONFIRM THAT YOU DECIDED TO ENTER INTO THIS AGREEMENT RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, (vi) AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, AND (vii) IF THIS AGREEMENT IS REPLACING AN EXISTING AGREEMENT THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT AGREEMENT AND RESULT IN A GREATER AGGREGATE COST TO YOU. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, We may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify Your individual or commercial identity.

EVERBANK COMMERCIAL FINANCE, INC.	LEGACY PUBLIC CHARTER SCHOOL, INC
Owner <u>Omyra Torres</u> Authorized Signature Date <u>3/10/16</u>	Customer <u> </u> Authorized Signature Date <u>2-29-16</u>

PERSONAL GUARANTY
 THIS PERSONAL GUARANTY STATES SPECIFIC LEGAL OBLIGATIONS. When we use the words You and Your in this Personal Guaranty only, we mean the Personal Guarantor(s) indicated below. When we use the words We, Us and Our in this Personal Guaranty, We mean EverBank Commercial Finance, Inc. In consideration of Our entering into the Copy Rental Agreement identified above ("Agreement"), You unconditionally and irrevocably guarantee to Us, Our successors and assigns the prompt payment and performance of all obligations of the Customer identified above under the Agreement. You agree that this is a guaranty of payment and not of collection, and that We may proceed directly against You without first proceeding against the Customer or against the equipment covered by the Agreement. You waive all defenses and notices, including those of protest, presentment and demand. You agree that We may renew, extend or otherwise modify the terms of the Agreement and You will be bound by such changes. If the Customer defaults under the Agreement, You will immediately perform all obligations of the Customer under the Agreement, including, but not limited to, paying all amounts due under the Agreement. You will pay to Us all expenses (including attorneys' fees) incurred by Us in enforcing Our rights against You or the Customer. This is a continuing guaranty which will not be discharged or affected by Your death and will bind Your heirs and personal representatives. You waive any rights to seek repayment from the Customer in the event You must pay Us. If more than one personal guarantor has signed this Personal Guaranty, each of You agrees that Your liability is joint and several. You authorize Us or any of Our assignees to obtain credit bureau reports regarding Your personal credit, and make other credit inquiries that We determine are necessary. THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

<input checked="" type="checkbox"/> Personal Guarantor (no title)	<input checked="" type="checkbox"/> Personal Guarantor (no title)
Print Name	Print Name
Date	Date
Home Street Address/City/State/Zip	Home Street Address/City/State/Zip
Phone Number	Phone Number
Social Security Number	Social Security Number

ACCEPTANCE OF DELIVERY
 You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Agreement have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. You understand and agree that We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement.

DATED:	CUSTOMER:	SIGNATURE	TITLE:
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ADDITIONAL TERMS ON SECOND PAGE

1. AGREEMENT; DELIVERY AND ACCEPTANCE. You agree to rent the equipment and any other property described on the front of this Agreement (collectively "Equipment") on the terms and conditions shown on the front and second page. If You have entered into any purchase or supply contract ("Supply Contract") with any Supplier, You assign to Us Your rights under such Supply Contract, but none of Your obligations (other than the obligation to pay for the Equipment if it is accepted by You as stated below and You timely deliver to Us such documents and assurances as We request.) You will arrange for the delivery of the Equipment to You. When You receive the Equipment, You agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by You upon the earlier of: a) the delivery to Us of a signed Delivery and Acceptance Certificate (if requested by Us); or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The initial Term shall commence on a date designated by Us after receipt of all required documentation and acceptance by Us (the "Commencement Date"). The first Rental Payment is due on or before the Commencement Date, as invoiced by Us, and the remaining Rental Payments will be due on the same day of each subsequent month at an address specified by Us in writing. The Rental Payment is subject to increase if the Commencement Date occurs 30 days or more after the date We approved your Copy Rental application and the yield on the US interest rate swaps that most closely matches the term of the Agreement increases during such time. You authorize us to adjust the Rental Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes. If any Rental Payment or other amount payable to Us is not paid within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law.)

2. NO WARRANTIES. We are renting the Equipment to You "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Agreement. You may not move the Equipment without Our prior written consent. At Your expense, You will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will become part of the Equipment and Our property at no expense to Us. We may inspect the Equipment at any reasonable time. Within 10 days of the expiration or earlier termination of this Agreement You will deliver the Equipment to Us in good condition and repair, except for ordinary wear and tear, to any place that We designate and upon Our request, You will provide Us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, You will return all tangible items of software and destroy all intangible items of software, certify in writing to Us that You have complied with the above requirements, have not retained such software and will not use the software after termination. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all expenses of uninstalling, crating and shipping and You will insure the Equipment for its full replacement value during shipping. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due hereunder.

4. TAXES AND FEES. You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed during the term of this Rental, arising from the use, acquisition, ownership or renting of the Equipment, whether due before or after termination of the Rental Agreement. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

5. LOSS OR DAMAGE. As between You and Us, You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Us at the end of this Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured. You will give Us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Us, and will provide that We will be given 30 days advance notice of any cancellation or material change of such insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS. FOR THE TERM OF THIS AGREEMENT, INCLUDING ANY RENEWAL OR EXTENSIONS, WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS AGREEMENT. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments. Nothing in this Agreement will create an insurance relationship of any type between Us and any other person. You acknowledge that We are not required to secure or maintain any rental insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. TITLE; RECORDING. Unless you have a \$1.00 purchase option, We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect Our rights in the Equipment, in the event this Agreement is determined to be a security agreement, You grant Us a first priority security interest in the Equipment (including any replacements,

substitutions, additions, attachments and proceeds.) You will deliver to Us such signed documents as We may request to protect Our interest in the Equipment

8. DEFAULT. Each of the following is a "Default" under this Agreement: (a) You fail to pay any Rental Payment or any other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Agreement or in any other agreement with Us or with any of Our affiliates and this failure continues for 10 days after We have notified You of it, (c) You become insolvent, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, or enter any bankruptcy proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events in clause (b) or (c) above.

9. REMEDIES. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Agreement or any or all other agreements that We have entered into with You; (b) We may require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the term plus the Equipment's anticipated residual value discounted, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) We may require You to deliver the Equipment to Us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; and (e) We may exercise any other right or remedy available at law or in equity. You agree to pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You. If We take possession of the Equipment, We may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) to the amounts that You owe Us. You will remain responsible for any amounts that are due after We have applied such net proceeds.

10. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying You, sell, assign, or transfer this Agreement and Our rights to the Equipment. You agree that the new owner will have the same rights and benefits that We have now under this Agreement but not Our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that You may have against Us.

11. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Agreement, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Agreement, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an additional 12-month period, and then on a monthly basis until You exercise a purchase option or deliver the Equipment to Us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending You written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, We will use Our reasonable judgment to determine the Equipment's in use and in place fair market value. If You do not agree with Our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Your expense by an independent appraiser selected by Us. Upon payment of the Purchase Option price, We shall transfer Our interest in the Equipment to You "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Agreement will terminate. With respect to items of Equipment consisting of software, Your right to continue use of such software will be subject to the applicable license agreement.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

13. MAINTENANCE AND SUPPLIES. The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer. Toner not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

14. OVERAGES AND COST ADJUSTMENTS. You agree to comply with any billing procedures designated by Us, including notifying Us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, We may increase the Rental Payment Amount and the Overage Copy Charge by a maximum of not greater than 15% of the existing charge. You may not carry over any credits in any month in which You make fewer copies than the Minimum Copies per month.

15. SECURITY DEPOSIT. If You have paid to Us a Security Deposit, We may apply all or part of the Security Deposit against Your obligations. If You decide to purchase the Equipment under Section 11 above, You can tell Us to use the remaining amount of the Security Deposit towards Your purchase. If the remaining amount of the Security Deposit (a) doesn't cover Your purchase price, You will immediately pay Us the difference or (b) exceeds Your purchase price, We will pay You the difference. The Security Deposit will not earn interest and may be commingled with other funds.

16. MISCELLANEOUS; FAX SIGNATURES. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. Any change in any of the terms and conditions of this Agreement must be in writing and signed by Us. You agree, however, that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Agreement. All of Our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any of Your obligations under this Agreement, We have the right, but not the obligation, to take any action or pay any amounts that We believe are necessary to protect Our interests. You agree to reimburse Us immediately upon Our demand for any such amounts that We pay. If more than one customer has signed this Agreement, each of You agree that Your liability is joint and several. Any signature, execution and delivery of any document or instrument may be satisfied in Our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of this Agreement signed this Agreement when received by Us shall be binding upon You as if originally signed. However, this Agreement shall be binding on Us when signed by Us. Both You and We agree that the version of this Agreement with Our original signature shall constitute the original authoritative version.

COPY RENTAL AGREEMENT

Please fax completed Agreement to 1-866-329-8795
Questions or need assistance? Call 1-888-550-8795



This Agreement has been written in "Plain English". When we use the words You and Your in this Agreement, we mean the Customer described below. When we use the words We, Us, and Our, We mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.			
CUSTOMER INFORMATION	Customer Name LEGACY PUBLIC CHARTER SCHOOL, INC		Agreement Number 20253903
	Billing Street Address/City/County/State/Zip 4015 S LEGACY WAY, NAMPA, ID 83686		Customer Phone Number 208-571-2936
	Equipment Location (if different from above)		Federal Tax ID Number 27-2515468
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") BOISE OFFICE EQUIPMENT		Supplier Phone Number 208-377-1666
	Street Address/City/State/Zip 330 N ANCESTOR PL., BOISE, ID 83704		
EQUIPMENT DESCRIPTION	Make / Model / Accessories	Serial Number	Starting Meter
	Kyocera 8001i with Fax and 4k Finisher		
RENTAL TERMS		RENTAL PAYMENT AMOUNT	
Term in Months <u>63 - 90 days def</u>		Payments of \$ <u>449.95</u> (Plus Applicable Taxes)	
Payment includes <u>30,000</u> B&W copies per month		Overage at \$ <u>.005</u> per B&W copy	
Payment includes _____ Color copies per month		Overage at \$ _____ per Color copy	
Payment includes _____ B&W prints per month		Overage at \$ _____ per B&W print	
Payment includes _____ Color prints per month		Overage at \$ _____ per Color print	
Payment includes _____ B&W copies per month		Overage at \$ _____ per B&W copy	
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		Security Deposit \$ _____ (Plus Applicable Taxes)	
END OF TERM OPTIONS	You will have the following options at the end of the original term, provided the Rental Agreement has not terminated early and no event of default under the Rental Agreement has occurred and is continuing: <input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of _____ % of Total Cash Price		
TERMS AND CONDITIONS BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU: (i) HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO, (v) CONFIRM THAT YOU DECIDED TO ENTER INTO THIS AGREEMENT RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, (vi) AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, AND (vii) IF THIS AGREEMENT IS REPLACING AN EXISTING AGREEMENT, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT AGREEMENT AND RESULT IN A GREATER AGGREGATE COST TO YOU. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, We may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify Your individual or commercial identity.			
EVERBANK COMMERCIAL FINANCE, INC.		LEGACY PUBLIC CHARTER SCHOOL, INC	
Owner X		Customer X	
Authorized Signature [Signature]		Authorized Signature [Signature]	
Print Name and Title _____		Print Name and Title _____	
Date _____		Date 2-29-16	
PERSONAL GUARANTY THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words You and Your in this Personal Guaranty only, we mean the Personal Guarantor(s) indicated below. When we use the words We, Us and Our in this Personal Guaranty, We mean EverBank Commercial Finance, Inc. In consideration of Our entering into the Copy Rental Agreement identified above ("Agreement"), You unconditionally and irrevocably guarantee to Us, Our successors and assigns the prompt payment and performance of all obligations of the Customer identified above under the Agreement. You agree that this is a guaranty of payment and not of collection, and that We may proceed directly against You without first proceeding against the Customer or against the equipment covered by the Agreement. You waive all defenses and notices, including those of protest, presentment and demand. You agree that We may renew, extend or otherwise modify the terms of the Agreement and You will be bound by such changes. If the Customer defaults under the Agreement, You will immediately perform all obligations of the Customer under the Agreement, including, but not limited to, paying all amounts due under the Agreement. You will pay to Us all Your expenses (including attorneys' fees) incurred by Us in enforcing Our rights against You or the Customer. This is a continuing guaranty which will not be discharged or affected by Your death and will bind Your heirs and personal representatives. You waive any rights to seek repayment from the Customer in the event You must pay Us. If more than one personal guarantor has signed this Personal Guaranty, each of You agrees that Your liability is joint and several. You authorize Us or any of Our assigns to obtain credit bureau reports regarding Your personal credit, and make other credit inquiries that We determine are necessary. THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.			
X Personal Guarantor (no title)		X Personal Guarantor (no title)	
Print Name _____		Print Name _____	
Date _____		Date _____	
Home Street Address/City/State/Zip _____		Home Street Address/City/State/Zip _____	
Phone Number _____		Phone Number _____	
Social Security Number _____		Social Security Number _____	
ACCEPTANCE OF DELIVERY You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Agreement have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. You understand and agree that We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement.			
DATED:	CUSTOMER:	SIGNATURE:	TITLE:

ADDITIONAL TERMS ON SECOND PAGE



NAMPA SCHOOL
DISTRICT

CONTRACT FOR DUAL ENROLLMENT

2017-2018 School Year

THIS CONTRACT is made and entered into this 20th day of July 2017, by and between **NAMPA SCHOOL DISTRICT NO. 131**, hereinafter referred to as “**Nampa District**”, and **Legacy Charter**, hereinafter referred to as “**Legacy**”, 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. **Legacy** 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 Legacy 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 Legacy.

Inspiring Excellence — Every Child, Every Day

619 S. Canyon St. Nampa, ID 83686
www.nsd131.org



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 Legacy at the end of the first semester for fall sports and first semester classes and on or before May 31, 2018, 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 2017-2018 and will terminate July 1, 2018.

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

By *Scott Palmer*

Its: *Executive Director, Secondary*

Legacy Charter School

Name: Legacy Charter School

By: *[Signature]*

Its: *Chairman*

Nampa School District
Application for Dual Enrollment
Curricular/Extra-Curricular Activities
2017-2018

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 2017-2018 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 2017-2018 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 **\$467.67**. 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 **\$576.47**. 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 **\$324.26** per semester ($576.47 \times 9 \text{ months} / 8 \text{ classes} / 2 \text{ semesters}$).

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.

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

WHEREAS, Liberty 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 Liberty 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 Liberty 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, now the governing boards of Liberty Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Liberty 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, the governing boards of Liberty 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 Liberty 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 (8th) 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 Liberty Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Liberty 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 Liberty Charter School, for the next successive grade level; and

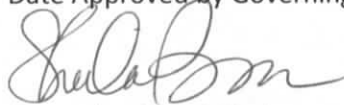
FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Liberty Charter School to Legacy Charter School; and

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: 5/12/16



Governing Board Chair

Liberty Charter School

Signature Date: 5/12/16

Date Approve by Governing Board: 5-19-16



Governing Board Chair

Legacy Charter School

Signature Date: 5-19-16

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 (8th) 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: 5-24-2016


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

Amended and Restated Agreement

This Amended and Restated Agreement (the "Agreement") is effective August 18, 2016

BETWEEN: Legacy 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:

4015 S. Legacy 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 no more than \$5,000 and that said no more than \$5,000 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 January 19, 201 and amended on February 5, 2013 and desire to amend and restate the terms of that agreement in their entirety as set forth herein.

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, 2021, 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 not exceed \$5,000.00 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 C. 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 with 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:

Legacy Charter School, Inc.
4015 S. Legacy Way
Nampa, ID 83686

BMED, Inc.
2422 12th Ave Road, l#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.

LEGACY CHARTER SCHOOL, INC.

BMED, INC.


Bart McKnight
Legacy Charter School Governing Board


Rebecca Stallcop, President
BMed, Inc.