

Contract for School Psychologist Services

Liberty Charter School, Legacy Charter School and Victory Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Liberty Charter School, Legacy Charter School and Victory Charter School for the remainder of the 2015-2016 school year.

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

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

Charter schools agrees to:

1. Pay for services at the rate of \$85.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena S. Martin-Weaver Title: School Psychologist Date: 9/19/16
Name: [Signature] Title: Admin Date: 1/21/16

COPY RENTAL AGREEMENT

Please fax completed Agreement to 1-866-328-8795
 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	Mineral Price # 2023903
	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 27-25154168
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 Kyocera 8001i with Fax and 4k Finisher	Serial Number Starting Meter

RENTAL TERMS	RENTAL PAYMENT AMOUNT	Security Deposit
Term in Months <u>63 - 90 days def</u>	<u>60</u> Payments of \$ <u>449.95</u> <u>3 pmts @ \$ 0-</u> (Plus Applicable Taxes)	\$ _____ (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: 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 <i>[Signature]</i> Omayra Torres	Customer <i>[Signature]</i>
Authorized Signatory Omayra Torres	Authorized Signatory <i>[Signature]</i> Mike Crow, Clerk
Date 3/10/16	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 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.

<input checked="" type="checkbox"/> Personal Guarantor (no life)	<input checked="" type="checkbox"/> Personal Guarantor (no life)
Date	Date
Print Name	Print Name
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 Us 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) delivery to Us 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 rental rate swaps that most closely matches the term of the Agreement increases US interest rate. 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. OVERTAGES 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 if extent within the meaning of Article 9 of the UCC. A fax version of Your signature or record in this Agreement when received by Us shall be binding upon You as if originally signed 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.



COMMERCIAL FINANCE

COPY RENTAL AGREEMENT

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CUSTOMER INFORMATION: LEGACY PUBLIC CHARTER SCHOOL, INC
Billing Street Address/City/County/State/Zip: 4015 S LEGACY WAY, NAMPA, ID 83686
Supplier Name: BOISE OFFICE EQUIPMENT
Street Address/City/State/Zip: 330 N ANCESTOR PL., BOISE, ID 83704
Equipment Description: Kyocera 8001i with Fax and 4k Finisher

RENTAL TERMS: 320
RENTAL PAYMENT AMOUNT: 63
Payments of \$ 449.95
Security Deposit

Payment includes 30,000 B&W copies per month
Payment includes Color copies per month
Payment includes B&W prints per month
Payment includes Color prints per month
Payment includes B&W copies per month
Overage at \$.005 per B&W copy
Overage at \$ per Color copy
Overage at \$ per B&W print
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Meter Frequency: Monthly
END OF TERM OPTIONS: Fair Market Value Purchase Option
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EVERBANK COMMERCIAL FINANCE, INC.
Owner: LEGACY PUBLIC CHARTER SCHOOL, INC
Authorized Signature: [Signature]
Date: 2-29-16

PERSONAL GUARANTY
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Personal Guarantor (no title)
Print Name
Date
Home Street Address/City/State/Zip
Phone Number
Social Security Number

ACCEPTANCE OF DELIVERY
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DATED: CUSTOMER: SIGNATURE: TITLE:

ADDITIONAL TERMS ON SECOND PAGE