



## FACILITY USE AGREEMENT

This **AGREEMENT** is entered into on September 12, 2014 by and between **YMCA Treasure Valley AAU** (the "User"), for itself and its heirs, executors, administrators, related entities and assigns, and **NORTH STAR CHARTER SCHOOL**, a public charter school and Idaho non-profit corporation (the "School").

### RECITALS

**WHEREAS**, School has agreed to lease the User the use of GYM facilities on Mondays and Wednesdays starting on, October 27, 2014 from 7:00 PM through 8:30 PM and ending on December 17, 2014.

The specific use of School facilities is as follows:

1. **User's facility usage to include:**
  - a. 6<sup>th</sup> grade AAU boys basketball practice using the School GYM on Mondays and Wednesdays, October 13, 2014 from 7:00 PM through 8:30 PM and ending on December 17, 2014.
  - b. The undersigned further agrees that:
    - i. The organization and all of its officers, agents, employees, and participants shall be responsible for the conduct of all persons present and for any damage, loss, disappearance, or breakage of school property or injury to any persons involved in the activity or purpose of this agreement during the use/rental period or reasonable extension thereof.
    - ii. No persons are allowed to enter into other parts of the school building beyond those areas listed in this Contract.
    - iii. No Glass containers
    - iv. The organization shall be responsible for picking up after the activity and leaving the facility in the same clean state as when first entering the facility. A deposit for cleaning shall be paid in advance if set forth above.
    - v. Advertising for the activity shall clearly indicate the name of the sponsoring organization with North Star Charter School listed only as the place where the activity will be held and not as a sponsor of the event or activity. A copy of any advertising shall be provided to the North Star Athletic Director prior to the use of the facilities.
    - vi. North Star Charter School may at any time deny or refuse to grant any application or cancel, without liability, any use/rental contract whenever the use, in the reasonable judgment of the school administration, athletic director, or Board of Directors determines that the use present sor may present an unreasonable danger to the health or safety of persons, or property, or may be in violation of or contrary to applicable federal, state, or local law, or otherwise not in the best interest of North Star Charter School.
    - vii. All groups using the facility shall be assigned one school staff person to be available to the group for the duration of the reservation. (Dan Conti / 571-9453)
2. **Usage Fee.**
  - a. The User fee shall be **one dollar (\$1.00)**. These fees shall be payable in advance to North Star Charter School.
  - b. All ordinary expenses incurred by User with respect to this contract shall be the sole responsibility of the User.
3. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed as a related party between the School and User. User is an independent contractor and not a related party to the School or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due User for the use of the School facility described herein. User will not represent to be or hold itself out as a related party to the School. Any and all sums subject to any tax deductions, if, required to be withheld and/or paid under any applicable state, federal or municipal laws shall be User's sole responsibility and User shall indemnify and hold School harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.
4. **Confidentiality.** In the course of facility usage, the parties recognize that User may come in contact or become familiar with information which the School or its subsidiaries or affiliates may consider confidential. User agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate School personnel or their designees.
5. **Term.** This Agreement shall commence on October 27, 2014 and shall terminate on December 17, 2014, unless earlier terminated upon thirty (30) days written notice by School or by the User. This agreement may be renewable for an additional year based on mutual agreement of the additional Term, User Fee and specific use of the facility, as recited in Section 2, above.
6. **User's Taxpayer I.D. Number.** The taxpayer I.D. number of the User is **518-90-5714**. The User covenants that it maintains all valid licenses, permits and registrations to perform for the intended usage of the facility, as required herein.

7. **Insurance and Background Check.** The User will carry general liability, automobile liability, and employer's liability insurance in the amount of not less than \$1,000,000.00 per occurrence. In the event the User fails to carry such insurance it shall indemnify and hold harmless School, its agents and employees from and against any damages, including bodily injury or death to any person who is on the School property as a result of the User's activities, claims, and expenses arising out of or resulting from activities conducted by User and its agents or employees. In addition, the User shall name North Star Charter School and its Board of Trustees as 'additional insured' on such policy.
8. **Representations and Warranties.** The User will make no representations, warranties, or commitments binding the School without the School's prior consent.
9. **Legal Right.** User covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. User shall indemnify and hold harmless the School from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically and to terminate all obligations of the School to pay any amounts which remain unpaid under this Agreement.
10. **The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
11. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

**1. Notices as to User:**

Jason Chan  
 5052 N Goddard Creek Way  
 Meridian, ID 83646  
 Jchanfire@yahoo.com  
 208-921-8356

**2. Notices to the School:**

Dan Conti  
 North Star Charter School,  
 839 N Linder Rd, Eagle, Idaho, 83616  
 dconti@northstarcharter.org

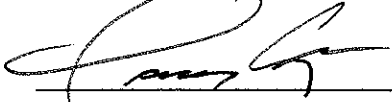
12. **Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
13. **Miscellaneous**

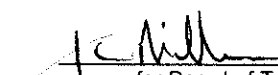
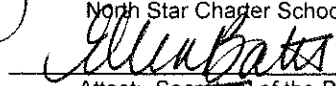
**a. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

**b. Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of User and the School and to the School's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by User of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the School.

**c. Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Idaho. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

  
 \_\_\_\_\_ Date 9/12/14  
 Jason Chan

  
 \_\_\_\_\_ Date 9-18-14  
 for Board of Trustees  
 North Star Charter School  
  
 \_\_\_\_\_  
 Attest: Secretary of the Board  
 Clerk