NORTH STAR CHARTER SCHOOL

FACILITY USE AGREEMENT

This AGREEMENT is entered into this 25th day of September 2019 by and between Star Parks and Recreation, P.O. Box 130, Star Id 83669 (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 School facilities on October 26, 2019. The specific use of School Facilities is as follows:

- 1. User's facility usage to include:
 - Star Parks and Recreation.
 - 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 food or drinks other than water are allowed inside the gymnasium 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 or added if maintenance is not completed to the satisfaction of School.
 - 1. Equipment and furnishings replaced in original location
 - 2. Bleachers are cleaned and wiped dry after use.
 - 3. Gymnasium floor is swept with dry mop.
 - 4. Garbage removed to outdoor bin
 - 5. Restroom/Locker room paper picked off the floor
 - 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 or 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 (Toby Pinkerman 208-230-3641) to be available to the group for the duration of the reservation.
- 2. Usage Fee.
 - a. The User fee shall be as follows: Forty dollars per hour (\$40.00) + 6% tax. These fees shall be payable to North Star Charter School and such fees shall be payable upon receipt of monthly invoice.
 - 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.
- Term. This Agreement shall commence on Oct 26, 2019 and shall terminate on Dec 31, 2019, unless earlier terminated upon Ninety (30) days written notice by School or by the User. This agreement may be renewable based on mutual agreement of the additional Term. User Fee and specific use of the facility, as recited in Section 2, above.

- User's Taxpayer I.D. Number. The taxpayer 1.0. number of the User is 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 agreement automatically and to terminate all obligations of the School to pay any amounts which remain unpaid under this Agreement.
- 10. The Waiver Falure 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.

Star Parks and Rec Ron Weston Sports Coordinator P.0.8m 130, Star, Idaho 83669 208-286-7247

2. Notices to the School:

Toby Pinkerman
North Star Charter School,
839 N Linder Rd, Eagle, Idaho, 83616
toinkerman@northstarcharter.org

- 12. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainer 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

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

For Ron Weston, Sports Coordinator

10/1/19

Just Month Star Charter-School

11-21~19 X

Attest: Secretary of the Board



The River District 670 Elitharp Property Management 1540 E fron Eagle Dr., Suite 120 Eagle, ID 83616

> Phone: 208.29" 5846 Heathertt-elitharpgroup.com

Non-RESIDENT River District Clubhouse Use and Rental Agreement

This agreement is made this 21 day of 100 , 2019 by and between River District
Homeowners Association and North Star Charter School (hereinafter
"renter"), whereas the River District is the owner of certain premises and facilities located at The
River District Development and whereas, renter desires to have the temporary exclusive use of the
River District Clubhouse area this Han of December 20 19
Type of Function: Donce
Number of Guests: 60-70

Maximum Occupancy Allowed in Clubhouse is 73

Resident Rates Reserve Time All Day: 9 a.m. - 10 p.m. \$400 Extended Hour(s) \$75/hr.

In addition to the rates listed above, there is a \$400 refundable damage deposit, renter needs to be bring cleaning supplies, or will be charged a minimum \$85.00 for the clubhouse to be cleaned.

Page 1 of 4

Reservations are made on a first come, first served basis. The reservation occurs upon receipt of the rental fee and the \$400 damage deposit. There are no verbal "holds."

The River District does herby license and authorize renter to have temporary use of the premises described above subject to compliance with the following conditions:

- Renter to provide River District Homeowners Association a Certificate of Insurance triummum amount of \$500,000,000 from their homeowner policy showing The River District Homeowners Associations as an additional insured for the specific date and time of the function. Certificate to be provided in conjunction with Renter's submittal of this Rental Use Agreement.
- Renter agrees to hold the River District and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
- 5. The River District and its Board of Directors are not responsible for any personal belongings lost, stolen, or left on the River District property. All personal belongings left within the River District Development will be considered abandoned and the River District may dispose of them without notice.
- 4. Applicant is liable for all damages incurred regardless of amount, which may include but not limited to fixtures, furnishings, and other accessories. The renter will surrender the premises in the same order and condition as they were at the beginning of the function, Renter understands and accepts that the River District may keep and apply such portion of the deposit as may be necessary to remove abandoned items and repair the facility and premises.
- 5. NO MUSIC ALLOWED AFTER 10:00 PM: The Noise Ordinance of the City of Eagle does not allow music to be played outside the premises after 10:00 PM. There are no exceptions to this law. Music, or amplification provided by recordings or musicians must cease at 10:00 PM. Any party causing stress among the neighbors which results in verbal complaints or visits from the police department will come to an end immediately.
- 6. No underage consumption of alcoholic beverages. Should the River District and/or its Board of Directors become aware of underage alcohol consumption, law enforcement will be notified. The River District and its Board of Directors strictly adheres to all Idaho laws and maintains a Zero Tolerance for underage alcohol consumption. Absolutely no alcoholic beverage permitted to be consumed in the parking areas.
- 7. A \$400,00 damage deposit shall be paid to the River District by the renter and shall accompany this agreement. This deposit will be returned upon satisfactory inspection within 10 days of the date of renter's use of the facility, minus any cleaning or repair costs. Renter accepts responsibility for all cleaning and repair costs including any costs that may exceed the damage deposit amount. Renter shall be solely responsible for cleaning the facility following use, (no later than 11:00 PM the day of renter's use of the facility) renter's property shall be removed from the facility and premises, and proper disposal of all trash, refuse and debris.
- 8. No pets of any kind are permitted within the Clubhouse at any time.
- 9. No smoking allowed in the Clubhouse, in the pool area or within 10 feet of doors at any time.
- 10. All decorations used inside the Clubhouse must be "free standing" and may not be attached to any Clubhouse walls, windows, furniture, or fixtures with tacks, tape, nails, or glue. No glitter or glitter products can be used for decoration on the premises. Decorations in the Common Ares are permitted with prior consent from the River District.
- 11. Please be advised, rentals will share the restrooms with pool/hot tub patrons.
- 12. No overnight parking is allowed in the driveway, parking for area, or on the public streets near the facility. Violators are subject to having vehicles towed at owner's expense. Overflow parking is located in the gravel lot to the east of the Clubhouse.
- 13. All furnishings in the Clubhouse must be returned to their proper arrangement after use of the facility.
- 14. Renter agrees to turn off all appliances and light fixtures and to lock all doors to the facility after use.
- 15. All lights to be turned off after each function.
- 16. All doors, including restroom doors, to be unlocked and unrestricted during the party use.

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- 17. Renter agrees to be present at all times while guests are present at the premises and facility. Under no circumstances will renter grant access to the premises and facility without being present during the entire period.
- 18. The Clubhouse and premises must be vacated by 11:00pm on the night of the event.
- Renter accepts responsibility to ensure that all guests and other users of the facility and premises follow all rules and requirements of the River District.
- 20. The renter agrees to provide adequate supervision of minors at the event.
- Renter acknowledges that the guest capacity at the River District Clubhouse is 73 guests per City of Fagle Fire Code.
- Any misrepresentation under this Rental Use Agreement is subject to forfeiture of the entire deposit and/or immediate cancellation of event.
- 23. The pool is not included in this contract. Renter may use the pool but cannot reserve it for exclusive use. Renter agrees to follow the pool rules, agrees to hold the River District and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
- 24. The River District and its Board of Directors may monitor and inspect the Clubhouse and parking lots at any time during the event described in this agreement. The renter agrees, if the River District and its Board of Directors deems the actions of the event attendee's undestrable for any reason, the River District and it Board of Directors may order the renter, guests and employees to vacate the Clubhouse immediately without any refund.
- 25. The River District and its Board of Directors reserves the right to refuse to rent the Clubhouse for any purpose it deems to be detrimental or not in the best interest of the River District HOA members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
- 26. The River District and its Board of Directors shall not be liable for its failure to perform this contract if such failure is due to, but not limited to double booking, lack of cleaning, fire, flood, earthquake, foul weather, or any emergency condition that is beyond the control of management prevention or interfering with performance.

CANCELLATION FEE – If the renter cancels the event more than 30 days from the event, the deposit fee is refundable. If the renter cancels the event less than 30 days from the event, 50% of the rental fee is non-refundable.

Will an outside eatering service be used? (Circle One) YES or NO
If yes, Catering Company Name:
Catering Contact Info:
Will alcoholic beverages be served? (Circle One) YES or NO
If yes, Licensed Bar Company Name:
Bar Contact Info:

I have read the above rental and use agreement and fully accept all of its terms and conditions, I understand that I take full responsibility for all guests and other users of the facility and premises and will comply with the terms of this agreement. I have been provided with a copy of this agreement and accept it as a receipt for my deposit.

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×	Renter's Signature: Name: William Russ thate: 11 / 21 / 19
	Address 839 N. Linder Rd Eagle, 1083616
	Home Phon 208 939 9600 Cell Phone
	Email Addres mandersen & northstarcharter, org Contact person day of event Melissa Anderson Phone 208 630 9320
	Contact person day of event Melissa Anderson Phone 208 830 9320
	Rental Agreement Received and Acknowledged by staff: Signature: Date:/
	For Office Use Only
	Received Rental Fee/ Check Number
	Received Deposit/ Check Number

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STATEMENT OF WORK PROPOSAL

CLIENT: PROJECT:

North Star Charter School

Branding Strategy and Messaging

DATE: November 4, 2019

A.E.: Morgan Lord, (208) 908-3373

SCOPE OF WORK DELIVERABLES

Mitchell+Palmer will provide the following services:

- Client Account + Project Management
- Branding Strategy
- Creative Development

To include the following deliverables:

BRANDING STRATEGY

· Working with the stakeholders at North Star, researching education trends and utilizing existing strategy documents, Mitchell+Palmer will develop a brand strategy document to include brand personality, direction, and opportunities.

CREATIVE DEVELOPMENT

- The following copy will be provided:
 - Value Proposition (1-2 sentences for internal use)
 - Positioning Statement (for external marketing)
 - High-level messaging/tagline (2-3 final messages)

All activities as mentioned in the above will include up to two (2) rounds of revisions. Production will not be included as part of the proposed project fee. Please see NOTE 1 below.

TOTAL FEES

\$16,200

NOTE 1: All outside 3rd-party supplier costs necessary for production, plus the agency labor for producing, or supervising 3rd-party production of, deliverables (e.g. charges for legal clearance, stock photography, printing, props, talent, music, sound studio, filming, website domains, hosting, etc.), will be additionally estimated for client approval and charged per project at actual time of production. When applicable, production costs will additionally be marked-up for 6% ID Sales tax, which is not included in the above total.



STATEMENT OF WORK PROPOSAL

CLIENT: PROJECT: North Star Charter School

Branding Strategy and Messaging

DATE: November 4, 2019

Morgan Lord, (208) 908-3373 A.E.:

MITCHELL+PALMER BILLING POLICY

Project and production invoices (such as the "Pre Go-To- Market" deliverables) are normally issued in two tranches: the first 50% of approved estimate shall be invoiced to CLIENT immediately following CLIENT's estimate approval: the second 50% of estimate shall be invoiced to CLIENT as soon as AGENCY's costs exceed the 1/2-way mark. Payment from CLIENT for the first 50% invoice is due at AGENCY within ten (10) calendar days of receipt by CLIENT; payment from CLIENT for the second 50% invoice is due at AGENCY within fifteen (15) calendar days of receipt by CLIENT. A final reconciliation invoice (or credit) shall be issued to CLIENT to close the project when material variances in third-party production costs or AGENCY supervision costs may have occurred; payment from CLIENT for final invoice reconciliation production invoices, and all other non-production costs (e.g. travel, miscellaneous client requests, etc.) is due at AGENCY within thirty (30) calendar days of receipt by CLIENT. Where production requirements dictate, AGENCY may agree with CLIENT to bill other % of estimate amounts during the life of a project, e.g., 75% and 25%, etc. AGENCY shall not self-finance any productions without CLIENT funds and production may be halted should funds not be in AGENCY's bank account on-time.

Agreed to:

Charter School

Signature:

Name Printed:

Date Agreed:



Investment Summary Quote Number 02-2019-1046004.1



Company Information

North Star Charter School Inc 839 N Linder Rd Eagle, ID 83616 United States **Executive Contact**

Eric Dickelman Business Manager ericdickelman@yahoo.com (949) 412-3492



100

Total Employees

\$0.00

Implementation Costs



\$14,486.00

Total Annual Investment

Expiration 11/15/2019

ADP Sales Associate

Matthew Barkenic Senior HCM Consultant matthew.barkenic@ado.com 484-513-6385



Sales Order Quote Number 02-2019-1046004.1



Company Information

North Star Charter School inc 839 N Linder Rd Eagle, ID 83616 United States

Executive Contact

Eric Dickelman **Business Manager** ericdickelman@vahoo.com (949) 412-3492

Processing Fees and Considerations Number of Employees: 100 on North Star Charter School Inc.

1

Per Processing Count Min Base Rate Semi-Monthly Annual Workforce Now Payroll Solutions 100 \$50,00 \$5.14 \$564.00 \$13,536.00 Essential Plus Payroll

Enhanced HR

Benefits Administration

HR Assist

Essential Time

Employment and income Verification

Employment Verification

Additional Jurisdiction (if applicable) International Employees Rate (if applicable)

2+

\$8.95/month \$3,00/month



Annual Processing	Count	Min	Base	Rale	Annuat
Year End Forms, W2s or 1099s	100	-	•	\$4.50	\$450,00
Benefits Open Enrollment Support	1	•	\$500.00	-	\$500.00



Total Annual Investment Total Annual

Workforce New Services

\$14,486.00

Estimated Value of Total Annual Concession; Aiready applied to values above:

\$14,309.00



Other Considerations Implementation

Setup

Client does not need or already has hours history in WFN

N/A



S Total Other Considerations

Total Setup

Implementation and Setup Implementation Discount Value

\$8,700,00 (\$8,700.00)

Estimated Total Net Implementation

\$0.00



Sales Order Quote Number 02-2019-1046004.1



Company Information

North Star Charter School Inc 839 N Linder Rd Eagle, ID 83616 United States **Executive Contact**

Eric Dickelman Business Manager ericdickelman@vahoo.com (949) 412-3492

Important Project and Billing Information

Product

Billing for Payroll Processing Services, HCM and any module bundled into the single par employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate,

Silling for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as international Employees.

Other

ADP's Faes for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. Expiration Date: 11/16/2019

Summary	
Estimated Annual Net Investment: \$14,486	J.00 Total Net \$0.00 implementation:
Estimated Annual Concession (already applied): \$14,30	9.00
Services Agreement (or other similar agreement governing	d at the prices set forth herein and in accordance with the ADP Master g ADP's services), which shall include any appendix, exhibit, addendum, companying this Sales Order. By signing below you are acknowledging and ices.
ADP, LLC	Client: North Star Charter Sanco Inc
Signature:	Signature:
Name: Matthew Backage	Name: William Russell &
Title: DM	TILLE: CHAIRMAN NSCS BOARD
Date: 11/5/19	Date:



Sales Order Quote Number 02-2019-1046004.1



Company Information

North Star Charter School Inc 839 N Linder Rd Eagle, ID 83616 United States

Executive Contact

Eric Dickelman Business Manager <u>arlcdickelman@yahoo.com</u> (949) 412-3492

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Gamishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruais Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formattings Custom Fleids
- Secure Online Document Storage with Role Based Security, Search & Auditing Functionality

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

HR Assist

- . HR Forms Compilance Library and Webinars
- Employee Handbook
- Labor Law Posters

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications

- · Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing
- Sample Job Description
- Employer Helpdesk (proactive culreach)
- ACA Support
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals
- Client access to Electronic Reports and Tools
- Immigration Verifications





ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard Roseland, New Jersey 07068 United States Client: (referred to herein as "Client")

North Star Charter School Inc 839 N Linder Rd

11-05-2019 (Effective Date)

Eagle, ID 83616, United States

Attention Eric Dickelman

ADP and Client agree that ADP shall provide Cilent with the following services in accordance with the terms set forth in this ADP Workforce Now Master Services Agreement.

ANNEX A.	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL, EMPLOYMENT TAX, WAGE PAYMENT AND EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX L:	HR ASSIST SERVICES

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client, Each Annex listed above is elteched hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

	ADP, LLC	MINISTER IN THE PARTY OF THE PA
_	(Signature of Authorized Representative)	(Signature of Authorized Representative)
	(Name - Please Print)	(Name - Please Print) Cital puran, NSCS BOACO (1) 19 19
	(Title) (Dale)	(Title) (Cate)