

THIS AGREEMENT entered into and effective as of December 1, 2023 by and between North Star Charter School, an Idaho public charter School ("Landlord"), and <u>Calvary Chapel.</u> <u>Engle</u> ("Tenant" or "Organization") for the use of school facilities more particularly described below.

- 1) Location of use: the Gym, Café and eight (8) standard classrooms ("Premises").
- 2) Frequency of use: every Sunday commencing on December 3, 2023, and continuing on a month-to-month basis until terminated by either party in writing.
- 3) Duration of use: 8:00 a.m. to 1:00 p.m. The specific purpose of the use and the specific facilities requested for use by the organization are as follows:
- 4) Rent: Tenant shall pay to North Star Charter School rent in the amount of \$1025 per week in monthly installments for use of any or all of the Premises described above. Rooms to be used will be 301, 302, 303, 304, 305, 306, 601, 602. If additional rooms are needed, please ask the administration to adjust the rate.

Fees Schedule Based on Facility

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Gym	40	1	5	200	1659
Cafe	25	1	1	25	256
Standard Classrooms (each)	20	8	5	800	30
Science and Large Classrooms	30				43
		A MANAGEMENT AND A STATE OF THE	Total Weekly	\$1025	
N-0		4 week	Total	\$4100	100

- 5) Each monthly rental fee shall be paid on the first Monday of each month in advance for that upcoming month. The first month's rent shall be due at the signing of this Agreement.
 - a) A Cleaning Deposit of \$_____ is due upon signing the Agreement.
- 6) Additional Terms and conditions
 - a) Tenant shall at all times warrant and ensure that Tenant and its invitees, agents, guest and employees comply with all applicable rules and regulations of North Star Charter School while upon North Star property, and Tenant remains solely responsible for their conduct.
 - b) No food or drinks other than water are allowed outside of the cafeteria.
 - c) Tenant shall be liable 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.
 - d) Tenant agrees to indemnify and hold North Star Charter School and its agents, officers, employees and Board Members harmless from any and all claims for any damages associated with their use of the North Star facilities.
 - e) No persons are allowed to enter into other parts of the school building beyond those areas



NORTH STAR CHARTER SCHOOL

listed in this Contract.

- f) Tenant shall be responsible for picking up after the activity and leaving the facility in the same clean condition as when first entering the facility.
- g) Advertising for the Tenant's 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 for prior approval prior to use of the facilities.
- h) The organization and all participants shall exit the premises immediately at the end of their assigned time as indicated above; any time beyond scheduled time will be charged an additional full hour rate of \$100.00 per hour.
- i) Tenant will be required to provide a certificate of insurance listing North Star Charter School as an additional insured in a general liability policy insuring the above-named persons against claims for bodily injury or death to any person who is on the school property as a result of the Tenant's activities.
- j) 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 presents 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.
- k) Waiver by one party of one or more defaults in performance of any provision herein contained to be performed by the other party shall not waive the provision itself or any subsequent default in performance thereof or the provisions of this paragraph.
- 1) All groups using the facility shall be assigned one school staff person to be available to the group for the duration of the reservation.
- m) Authority of the Parties. Each party to this Lease represents and warrants that the execution, delivery, and performance of this Lease has been duly authorized by all necessary action of such party and is a valid and binding obligation upon the persons or entity signing this Agreement.
- n) Assignment. Neither party shall have the right to assign its interest in this Agreement.
- o) Entire Agreement. This Agreement constitutes the entire agreement among the parties to it and supersedes any prior understanding or agreement.
- p) All Modifications to be Written. No modification of this Agreement nor any waiver of a provision hereof shall be of any force or effect unless the same is in writing and signed by the parties hereto.

NORTH STAR CHARTER SCHOOL	TENANT		
Marcus Young	11-14-1023	J	11/30/2023
By: Marcus Young NSCS School Board Chairman	Date	By: Brennen Beeler Senior Pastor, Calvary Cha	Date pel Eagle