

Memorandum

To: NS Board
From: SC
Date: 3/7/2025
Subject: Contracts

Approve:

The following facility contracts to be approve by the board on 3/11/2025

Mike Welch Volleyball	6/23-25/25 & 7/28-30/25	\$	2,490.00
Summer Volleyball Camp			
Calvary Church	6/14-21/2025		\$5,145.00
Summer Vacation Bible School			

Ratify:

The following contract to be ratified by the board on 3/11/2025

Skyward Software

Board approved the creation of this contract. Skyward Software will be providing the software platform for accounting, payroll and HR benefits.

Came to agreement with legal on terms around non-appropriation clause.

Approve:

The following contract to be approved by the board on 3/11/2025

Hidden Springs Community Barn Rental

Barn rental for High School prom	5/1/2025	\$	615.00
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Approve:

The following MOUs to be approved by the board on 3-11-2025

Don Ankenman	Baseball Coach	2024-2025
Gavin Rodeghiero	Golf Coach	2024-2025
Victoria Campbell	Spring/Summer Athletic Director	2024-2025



NORTH STAR CHARTER SCHOOL

THIS AGREEMENT entered into and effective as of February 5, 2025 by and between North Star Charter School, an Idaho Public Charter School (“Landlord”), and Mike Welch Volleyball (“Tenant” or “organization”) for the use of school facilities more particularly described below.

- 1) **Location of use:** Gym and Cafe
- 2) **Frequency of use:** 06/23-25/2025 & 7/28-30/2025
- 3) **Duration of use:** 8am to 3:30 pm The specific purpose of the use and the specific facilities requested for use by the organization are as follows: Volleyball Camps.
- 4) **Rent:** Tenant shall pay North Star Charter School rent in the amount of \$ 2,490.00.

Fees Schedule Based on Facility

Facility Use Fee Schedule

Room	Price/Hour	Capacity
Gym	\$50-75	1659
Café	\$40.00	256
Standard classrooms (each)	\$20.00	30
Science and large classrooms	\$30.00	43

5) Each monthly rental fee shall be paid on the first Monday of each month in advance for the 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. The Tenant shall at all times warrant and ensure that the 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 the Tenant remains solely responsible for their conduct.
- b. No food or drinks other than water are allowed outside of the cafeteria.
- c. The 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. The 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 listed in this Contract.
- f. The 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.



NORTH STAR CHARTER SCHOOL

- 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 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 maybe 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.
- l. 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 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 he 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

Andy Heron
By:

2/10/2025
Date:

Michael Welch
By:

February 4, 2025
Date:

[Signature] Head of School
Facility Representative

Michael Welch, Peak Volleyball Camps
User Representative

Mike Welch Volleyball Camps

Date	Gym	Café	
6/23/2025	7.5 hours	1 hour	
6/24/2025	7.5 hours	1 hour	
6/25/2025	7.5 hours	1 hour	
7/28/2025	7.5 hours	1 hour	
7/29/2025	7.5 hours	1 hour	
7/30/2025	7.5 hours	1 hour	
Total	45 hours	6 hours	
	\$2,250	\$240	\$2,490



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Camp Team, LLC 9035 Wadsworth Parkway, Suite 3820, Westminster, CO, 80021	CONTACT NAME: PHONE (A/C No. Ext): 800 747-9573 FAX (A/C No.): 303-422-1276 E-MAIL ADDRESS: info@campteam.com PRODUCER CUSTOMER ID :	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Sports Marketing Program Management Inc, Peak Volleyball Camps 12479 Greenleaf Way Truckee, CA, 96161	INSURER A : Texas Insurance Company 16543	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** A-SP-SU-24-12-12-326250 337094 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	BESGLPTNV011301_170012_02	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000.00 FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00 MED EXP (any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Abuse/Molestation	Y	N	BESGLPTNV011301_170012_02	01/01/2025	01/01/2026	Each Occurrence: \$ 1,000,000.00 Aggregate: \$ 2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim, ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDERNorth Star Charter School
839 North Linder Road
Eagle, ID, 83616**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Di Perno

AGENCY The Camp Team, LLC		NAMED INSURED Peak Volleyball Camps	
POLICY NUMBER BESGLPTNV011301_170012_02		12479 Greenleaf Way Truckee, CA, 96161	
CARRIER Texas Insurance Company	NAIC CODE 16543	EFFECTIVE DATE: 01/01/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 RE: Registered Volleyball participants: 01/01/2025 - 01/01/2026; Registered Swimming participants: 01/01/2025 - 01/01/2026;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Any person or organization if required by an insured contract provided such contract was executed prior to the occurrence or offense.</p> <p>North Star Charter School</p> <p>839 North Linder Road Eagle, ID, 83616</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NORTH STAR CHARTER SCHOOL

THIS AGREEMENT entered into and effective as of February 10, 2025 by and between North Star Charter School, an Idaho Public Charter School ("Landlord"), and Calvary Church ("Tenant" or "organization") for the use of school facilities more particularly described below.

- 1) **Location of use:** Gym, Cafe, Classrooms
- 2) **Frequency of use:** Several Sundays & 6/14-21/25
- 3) **Duration of use:** 5pm-8pm & 9a-12p The specific purpose of the use and the specific facilities requested for use by the organization are as follows: Meetings, VBS
- 4) **Rent:** Tenant shall pay North Star Charter School rent in the amount of \$ 5,145.00

Fees Schedule Based on Facility

Facility Use Fee Schedule

Room	Price/Hour	Capacity
Gym	\$50-75	1659
Café	\$40.00	256
Standard classrooms (each)	\$20.00	30
Science and large classrooms	\$30.00	43

5) Each monthly rental fee shall be paid on the first Monday of each month in advance for the 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. The Tenant shall at all times warrant and ensure that the 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 the Tenant remains solely responsible for their conduct.
- b. No food or drinks other than water are allowed outside of the cafeteria.
- c. The 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. The 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 listed in this Contract.
- f. The 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.



NORTH STAR CHARTER SCHOOL

- 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 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 maybe 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.
- l. 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 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 he 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

Andy Hornby
 By: _____

 Facility Representative

2/26/2025
 Date: _____

Garrett Laudenback 2/20/25
 By: _____ Date: _____

[Signature]

 User Representative

Date	Hours	Gym	Café	Classroom	Total
3/9/2025	5p-8p	\$120	\$75		\$195
4/6/2025	5p-8p	\$120	\$75		\$195
4/19/2025	5p-8p	\$120			\$120
06/14-22/25	9a-12p	\$960	\$600	\$2,880	\$4,440
6/22/2025	5p-8p	\$120	\$75		\$195
					\$5,145



Qmlativ

Eagle, ID

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Per Student Pricing - 3 Year Contract

Secure Cloud Computing Installation

The Qmlativ Business Suite Core Package Includes:
 Finance, Employee Access, Import Deduction/Benefit Third Party Data, Staff Planning, Payroll, Position Management,
 Professional Development Center, Substitute Tracking, and Time Off

School Management System Investment Summary

	Initial Investment	Services	Full 12-Month Recurring Fees	Total
School Business Suite				
Estimated Installation: Beginning of Fiscal Year	\$ -	\$ 37,450.00	\$ 9,710.00	\$ 47,160.00
System Wide Services and Software	-	15,300.00	-	15,300.00
Total School Management System	\$ -	\$ 52,750.00	\$ 9,710.00	\$ 62,460.00

School Management System Investment - Including the Full 12-Month Recurring Fees * **\$ 62,460.00**

School Management System Investment - No Proration \$ - \$ 52,750.00 \$ 9,710.00 \$ 62,460.00

See Terms and Conditions for revised payment terms. 241113dtc

* This Investment Summary reflects the recurring fees for a full 12-Month period.
 The actual billing will be reflective of the actual installation date.
 The customer recognizes and acknowledges that in subsequent years the Full 12-Month Recurring Fee will be billed.



Pricing Detail

School Business Suite		1,020 Students			
		Initial Investment	Services	Full 12-Month Recurring Fees ¹	Total
School Business Suite Software					
² Core Package	\$ 6.85 / student	\$ -	\$ -	\$ 6,987.00	\$ 6,293.00
³ Skyward Promotional Discount	\$ (0.68) / student	-	-	(694.00)	-
Finance					
Employee Access					
Import Deduction/Benefit Third Party Data					
Staff Planning					
Payroll					
Position Management					
⁴ Professional Development Center (School Business Suite)					
Substitute Tracking					
Time Off					
Additional Functionality					
eSign - Electronic Signature	1 block	-	250.00	-	250.00
Time Tracking	\$ 1.50 / student	-	-	1,530.00	1,377.00
³ Skyward Promotional Discount	\$ (0.15) / student	-	-	(153.00)	-
Support	\$ 2.00 / student	-	-	2,040.00	2,040.00
School Business Suite Setup / Training					
Web Hours (186)		-	37,200.00	-	37,200.00
Subtotal School Business Suite		\$ -	\$ 37,450.00	\$ 9,710.00	\$ 47,160.00
⁵ Total School Business Suite Solution					\$ 47,160.00

System Wide Services and Software		1,020 Students			
		Initial Investment	Services	Full 12-Month Recurring Fees ¹	Total
Installation					
⁶ Secure Cloud Computing Setup Assistance		\$ -	\$ 800.00	\$ -	\$ 800.00
SmartStart Implementation Service					
Consultative Services - Business		-	9,400.00	-	9,400.00
Project Management		-	5,610.00	-	5,100.00
⁷ Project Management Discount		-	(510.00)	-	-
Subtotal System Wide Services and Software		\$ -	\$ 15,300.00	\$ -	\$ 15,300.00
Total System Wide Services and Software					\$ 15,300.00

Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

School Business Suite	1,020 Students	Annual Total
Silver Package		\$ 3,000.00 *

* This is a 36 month contract.

The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.

Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.



Implementation and Training

Implementation Schedule

Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management

This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training

Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

Customer Success After-Hours Support

Customer Success after-hours support is billed at \$200 per hour. This fee applies to all calls that are received outside of normal business hours.

Pricing Footnotes

See Terms and Conditions for revised payment terms.

241113dtc

Skyward Data Migrations are not included on this proposal.

¹ This is a 3-Year Contract with automatic renewal after the initial term. The contract will renew at the then-current rate.

² The rate per student for the recurring fee will remain unchanged as stated in the Pricing Detail section above through June 30, 2028 or August 31, 2028 as determined by your fiscal year and indicated on the Terms and Conditions. The initial count is based on the student count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet. The recurring fee can fluctuate for subsequent years based on obtaining enrollment information directly from each applicable state.

³ This proposal includes a discount off of the Skyward recurring fee. This promotion expires December 31 of the current calendar year.

PR-9

⁴ Skyward's Professional Development Center (PDC) is included in the core package. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.

⁵ Any applicable third-party product licenses may be subject to an annual increase.

Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications. Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.

⁶ **Secure Cloud Computing (SCC) Setup Assistance**
Installation/Setup Services
Assistance with 3rd Party Integration Setup

⁷ This proposal includes a Project Management discount. This discount applies when purchasing a core product. Future sub module purchases will include standard Project Management fees.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.

Cancellation of Training. Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).

Finance setup day included for verification of previously installed conversion data in preparation for live processing. This includes but is not limited to security setup, default parameter settings in the software, verification of printing capabilities, verification of conversion totals on financial reports (balance sheet, revenue and expense, payroll history totals, etc.), verification of code table setup, and random verification of data records in each module converted. Skyward will assist the customer in working through these items so that the customer can verify the accuracy of information before processing begins.



Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com. You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Annual Recurring Support Fee

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter

Annual Recurring Software Fees

- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
The License Agreement page must be executed by both Skyward and an authorized representative to be valid.



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

241113dtc

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. Professional Services

a. Installation and Training Services

If Core Sale: Billed for all training and installation services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2025.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.

All training days described in the Proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

b. Project Management / Consultative Services

Billed upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

c. Data Migration Fees

If Core Sale: Billed for all data migration services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2025.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

Data used for the data migration must come from one system.

d. Custom Programming / Programming Condition(s) of Sale

Billed upon completion.

3. Skyward Full 12-Month Recurring Fees

If Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2025 through June 30th or August 31st as designated within the signature section.

If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2025 through June 30th or August 31st as designated within the signature section. Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

4. Third Party Software, Hardware and Related Services

Payment due upon delivery of product and / or services.

5. Third Party 12-Month Recurring Fees

Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.

6. Scheduling of Installation

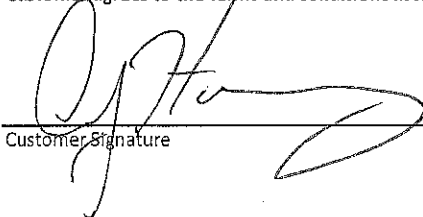
Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.

7. Taxes


If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials; or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: 7/1/25



Customer Signature



Printed Name

11/21/2024
Date

SKYWARD® SOFTWARE AS A SERVICE AGREEMENT – Negotiated

This Skyward® Software as a Service Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”) and **North Star Public Charter School**, with offices at 839 N Linder Road, Eagle, ID 83616 (“Subscriber”). Skyward and Subscriber may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the “Skyward Services”).

C. Skyward and Subscriber desire to enter into this Agreement to establish the terms and conditions under which Skyward will provide Subscriber with access to the Skyward Products and certain Skyward Services, as more particularly described herein.

TERMS AND CONDITIONS

1.0 Access and Use of Skyward Products.

1.1 Grant of Access. Subject to the terms and conditions of this Agreement, Skyward hereby grants to Subscriber and Subscriber’s Authorized Users (as defined herein), a nonexclusive, non-transferable, non-licensable, non-perpetual limited right to access the Skyward Products identified in the proposal signed by Skyward and Subscriber, including any addenda thereto, attached hereto and incorporated herein by reference (the “Proposal”), together with all related instruction manuals and other materials associated therewith (the “Materials”). Subscriber and Subscriber’s Authorized Users may only access and use the Skyward Products through Skyward’s authorized third party host and pursuant to that certain Hosting Services Agreement executed by Subscriber simultaneously with the execution of this Agreement, or subsequently entered into by Subscriber and Skyward. Subscriber and Subscriber’s Authorized Users may access and use the Skyward Products and Materials solely for their own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Subscriber from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

1.2 Use Restrictions. By accepting the rights granted by Skyward hereunder, Subscriber agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Subscriber or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

1.3 Authorized Users. Subscriber is solely responsible for providing and administering usernames for all of Subscriber’s authorized employees who have a need to access the Skyward Products or Materials (each an “Authorized User” and collectively the “Authorized Users”). Subscriber is further solely responsible for (a) maintaining the security of all user names and passwords granted to Subscriber or its Authorized Users; (b) the security of Subscriber’s information systems used to access the Skyward Products; and (c) Subscriber’s Authorized Users’ compliance with the terms of this Agreement. Subscriber will immediately notify Skyward if it becomes aware of any loss, theft, or unauthorized use of any of Subscriber’s passwords or user names, or any other breach of Subscriber’s security as it relates to the Skyward Products.

1.4 Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Subscriber are for informational purposes only and it is the sole responsibility of Subscriber to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Subscriber further acknowledges that any such information or proposals provided by Skyward were based on information provided by Subscriber and that Skyward did not perform an independent technology analysis, unless requested by Subscriber to do so. In the event Skyward provides any third party products or services to Subscriber under the terms of this Agreement, Subscriber agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

2.0 Fees and Payment.

2.1 Fees. Subscriber shall pay the subscription and hosting fees associated with the Skyward Products and Skyward Services identified in the Proposal (collectively the “Subscription Fees”). In addition, Subscriber shall pay any other recurring fees and amounts due in association with the Skyward Products and Skyward Services identified in the Proposal or otherwise agreed to in writing by Skyward and Subscriber during the term of this Agreement.

2.2 Payment. Subscriber shall make payment of the Subscription Fees when due as provided in the Proposal. Subscriber shall make payment of any other amounts due within thirty (30) days from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

2.3 Taxes. If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward’s net income, upon the Skyward Products, Materials, or Skyward Services, then Subscriber agrees to pay the amount specified and Subscriber is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

3.0 Ownership and Protection of Intellectual Property.

3.1 Reservation of Title. Subscriber acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward’s licensor.

3.2 Subscriber’s Responsibilities. Subscriber shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Subscriber shall devote its best efforts to ensure that all Subscriber’s personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Subscriber’s right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Subscriber hereunder shall remain in full force and effect for so long as Subscriber continues to have access to or use the Skyward Products and Materials.

3.3 Reproductions, Filming and Back-Up Copies.

3.3.1 Reproduction of Materials. Subscriber may reproduce the Materials for authorized use by personnel of Subscriber as required to operate the Skyward Products, provided that Subscriber includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

3.3.2 Filming. Subscriber may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Subscriber agrees that Subscriber, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Subscriber will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

3.4 Audit Rights. During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Subscriber, Skyward may audit Subscriber’s database and/or computing devices to determine Subscriber’s compliance with this Agreement and payment of all applicable Subscription Fees due Skyward, if any, in association with the Skyward Products. If such audit reveals that Subscriber knowingly underpaid the Subscription Fees due Skyward under the terms of this Agreement, then Subscriber shall pay to Skyward any such unpaid amounts within thirty (30) days of receipt of written notice from Skyward.

4.0 Indemnification and Source Code Escrow.

4.1 Ownership. Skyward warrants and represents that it has full right, power and authority to provide Subscriber with access to the Skyward Products and Materials, subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Subscriber harmless from any and all claims, liabilities, or actions brought by any third party against Subscriber for infringement of Subscriber’s right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

4.2 Infringement Claim. Notwithstanding the express limitation of liability contained in Section 5.4 below, at Skyward sole expense, Skyward shall defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Subscriber’s ability to exercise the rights granted in this Agreement, unless Subscriber consents thereto.

4.3 Remedy. Subscriber agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Subscriber shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Subscriber the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

5.0 Limited Warranty and Limitation of Liability.

5.1 Limited Warranty. Skyward shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in Subscriber's access and use of the Skyward Products, provided that: (a) Subscriber uses the Skyward Products strictly in accordance with the user documentation furnished by Skyward; (b) Subscriber pays all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) Subscriber makes no changes (nor permits any changes to be made other than by or with the express written approval of Skyward) to the Software Products. This limited warranty extends only to Subscriber.

5.2 Limitations. In no event does Skyward warrant that the Skyward Products will be error free or that Subscriber will be able to operate the Skyward Products without problems or interruptions. Subscriber acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and any cloud computing service provider that Skyward uses and that Skyward has no control over such availability. Accordingly, Skyward makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any cloud computing service provider that Skyward uses. Subscriber further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond Skyward's reasonable control and Skyward will not be liable to Subscriber as a result of these temporary interruptions.

5.3 Remedies and Exclusions. Subscriber's sole and exclusive remedy and the entire liability of Skyward under the above referenced limited warranty will be for Skyward to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, Skyward is unable to provide the Skyward Products as warranted within thirty (30) days following Subscriber's report of a breach of this limited warranty, then upon Subscriber's written request, Skyward will refund the Subscription Fees paid by Subscriber to Skyward for the then current fiscal year, pro-rated as of the date of the report of the breach, and Subscriber's right to access and use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by Skyward. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5.4 Limitation of Liability. The liability of Skyward to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber.

6.0 Term and Termination.

6.1 Term. The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue for the period of time identified in the Proposal (the "Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each as "Renewal Term"), unless terminated as provided herein. All references to the "term" of this Agreement shall include the Initial Term and any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days advance written notice. In the event this Agreement is extended as provided above, Subscriber shall pay the then current Subscription Fees associated with the Skyward Products and Skyward Services for each Renewal Term.

6.2 Termination by Subscriber.

6.2.1 Voluntary Termination. Notwithstanding Section 6.1 above, Subscriber may terminate this Agreement at any time for convenience by providing Skyward with not less than one hundred twenty (120) days prior written notice. Provided however, Subscriber acknowledges that (a) if Subscriber terminates this Agreement as provided in this Section 6.2.1 during the Initial Term, then Subscriber shall be responsible for payment of all Subscription Fees identified in the Proposal for the Initial

Term, which shall be due and payable on the effective date of termination; and (b) all Subscription Fees previously paid by Subscriber are non-refundable and will not be prorated or refunded to Subscriber.

6.2.2 Termination Upon Skyward Default. Subscriber may terminate this Agreement without penalty in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Subscriber.

6.2.3 Termination Upon Non-Appropriation. Skyward acknowledges that this Agreement is a commitment of Subscriber's current revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Subscriber's governing board, then this Agreement may be terminated by Subscriber at the end of the fiscal period for which funds are appropriated and allocated. Subscriber shall provide Skyward with prompt written notice of any such non-appropriation event.

6.3 Termination by Skyward. The occurrence of any one or more of the following shall be deemed a "Subscriber Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Subscriber fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay when due any amounts due Skyward under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Subscriber Default, Skyward shall have the right to immediately terminate this Agreement.

6.4 Effect of Termination. In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Skyward Products and Materials shall be immediately terminated.

6.5 Injunctive Relief. In the event of a Subscriber Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Subscriber from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Subscriber further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

7.0 Professional Services.

7.1 Software Support. So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

7.2 Professional Services. In the event Subscriber requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Subscriber shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

7.3 Collection of Technical Data. Subscriber agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Subscriber's use of the Skyward Products, that is gathered periodically to monitor the health of Subscriber's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Subscriber related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Subscriber's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Subscriber's data.

7.4 Non-Solicitation. The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, during the term of this Agreement and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars (\$50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.

8.0 Interpretation and Construction.

8.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

8.2 Assignment. Neither party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

8.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

8.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

8.5 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

8.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

8.7 Survival. The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

8.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

(Signature Page Attached)

The undersigned, being duly authorized representatives of Skyward and Subscriber, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

DocuSigned by:
Raymond H. Ackerlund
By: 6E27D2EBBC87495...
Name: Raymond Ackerlund
Title: President
Date: January 28, 2025

Signed by:
Andy Horning
By: D870C4DA2B9C482...
Name: Andy Horning
Title: Head of School
Date: February 9, 2025

**SCHEDULE A
SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE
STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

- 1. Support and Maintenance.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein (the “Support Services”). Subscriber’s use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software as a Service Agreement between Skyward and Subscriber.
- 2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Subscriber’s offices are closed in observance of holidays observed by Skyward.
- 3. Support and IT Contacts.** Subscriber shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the “Support and IT Contacts”). Subscriber understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Subscriber includes both the Skyward Student Suite and the Skyward Business Suite, Subscriber may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Subscriber. Subscriber shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Subscriber further agrees to provide Skyward written notice of any changes to Subscriber’s authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

- 4. Exclusions.** The Support Services to be provided by Skyward to Subscriber hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.
- 5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward’s right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.
- 6. Limited Warranty.** Skyward warrants to Subscriber that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Subscriber notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- 7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO SUBSCRIBER OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD’S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.
- 8. Confidentiality.** All personally identifiable information and data relating to Subscriber’s students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

SCHEDULE B
SKYWARD® PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

These Skyward® Professional Services Standard Terms and Conditions (these “Standard Terms and Conditions”) shall apply to all Professional Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

1.0 Professional Services and Training.

1.1 Professional Services. Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Subscriber (the “Professional Services”). Skyward shall assign a project manager and Skyward and Subscriber shall agree on a training calendar and implementation schedule associated with Subscriber’s purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Subscriber contemplates the creation of object code, such object code shall be referred to herein as a “Deliverable.”

1.2 On-Site Training. The cost of all on-site training described in the Proposal is based on Subscriber having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

1.3 Web Enabled Training. The cost of all web enabled training described in the Proposal is based on Subscriber having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hours in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

1.4 Cancellation or Expiration. Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advance notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

2.0 Subscriber’s Responsibilities.

2.1 Subscriber’s Facilities. Subscriber will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Subscriber will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Subscriber computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Subscriber. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Subscriber is currently utilizing a network installed by a third party, Subscriber agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

2.2 Subscriber’s Obligations. Subscriber acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Subscriber as contemplated by the parties under this Agreement including, without limitation, those activities designated to Subscriber in Section 2.1 above (a “Subscriber Obligation”). Subscriber will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Subscriber’s failure or inability to perform a Subscriber Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Subscriber’s failure or inability to perform a Subscriber Obligation; (b) any delay due to Subscriber’s request for changes; (c) any delay due to a third party’s act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Subscriber’s action(s) or omission(s). No such delay will relieve or suspend Subscriber’s obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Subscriber will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Subscriber.

3.0 Fees and Payment. Subscriber shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Subscriber hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such services. Subscriber shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward’s then current business expense policy. Unless otherwise stated, Subscriber shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

4.0 Subscriber Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Skyward may receive education records from Subscriber only as an incident of the Professional Services that Skyward provides to Subscriber. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Skyward acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Subscriber any and all PII in Skyward's possession.

4.3 Health Insurance Portability and Accountability Act. In the event that Subscriber is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Skyward shall, at its sole cost and expense, defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party against Subscriber as a result of the release of PII or other confidential information of Subscriber to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. Subscriber may establish an open database connection ("ODBC") to Skyward's database for read access. In the event Subscriber wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Subscriber will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Subscriber's data, (d) Subscriber agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inserted, modified, or deleted by Subscriber through the API connection.

5.0 Proprietary Rights.

5.1 Rights of Skyward. Subject to Subscriber's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

5.2 Rights of Subscriber. Subject to these Standard Terms and Conditions, Skyward grants Subscriber a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Subscriber's internal use in conjunction with Subscriber's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Subscriber is authorized to use said Skyward Products.

5.3 Use Restrictions. Subscriber shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Subscriber shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Subscriber's attention, or which Subscriber reasonably suspects. Subscriber is solely responsible

for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

5.4 Subscriber Data. Subject to the terms and conditions of this Agreement, Subscriber grants Skyward and its contractors and agents a limited, non-transferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Subscriber to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Subscriber retains all right, title and interest in and to its data.

6.0 Limited Warranty and Limitation of Liability.

6.1 Limited Warranty. With respect to each Deliverable, Skyward warrants to Subscriber that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Subscriber, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Subscriber will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Subscriber the fees paid by Subscriber associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Subscriber's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6.2 Limitation of Liability. The liability of Skyward to Subscriber for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Subscriber to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SaaS HOSTING SERVICES AGREEMENT – Negotiated

This SaaS Hosting Services Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”), **North Star Public Charter School**, with offices at 839 N Linder Road, Eagle, ID 83616 (“Subscriber”), and **Integrated Systems Corporation**, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 (“Host”). Skyward, Subscriber and Host may be collectively referred to herein as the “parties” or individually as a “party.”

RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward and Subscriber have entered into that certain Skyward Software as a Service Agreement (the “SaaS Agreement”) whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber’s access and use of the Skyward Products through Skyward’s authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

TERMS AND CONDITIONS**1.0 Hosting Services.**

1.1 Description of Hosting Services. Host shall provide Subscriber with remote access to a digital information processing, transmission and storage system on one or more servers located at Host’s facilities that will enable Subscriber to access the Skyward Products over the Internet. Subject to Subscriber’s compliance with the SaaS Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Subscriber, as described in this Section 1.1, shall be collectively referred to as the “Hosting Services.”

1.2 Use of Hosting Services. Subscriber may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber’s account credentials. Subscriber acknowledges and agrees that its use of the Hosted Services is subject to Subscriber’s compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber may not use the Hosting Services to providing hosting or time-sharing services to any third party or to provide any third party with access to the Skyward Products.

1.3 Obligations of Subscriber. Subscriber is solely responsible for information, data, and content of Subscriber placed on Host’s servers by Subscriber or Subscriber’s Authorized Users (as defined in the SaaS Agreement). Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber for loss of its information, data, and content placed on Host’s servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Subscriber warrants and represents that information, data, and content placed on Host’s servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethnically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host’s server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Subscriber shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

2.0 Fees and Payment. Subscriber shall pay the Subscription Fees (as defined in the SaaS Agreement) described in the Proposal (as defined in the SaaS Agreement), and other recurring fees and amounts due in association with the Hosting Services (collectively the “Fees”), during the term of this Agreement. Subscriber shall make payment of the Fees when due as provided in the Proposal or within thirty (30) days from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host’s net income) upon the Hosting Services, then Subscriber agrees to pay the amount specified.

3.0 Reservation of Title.

3.1 Host Property. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall

remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

3.2 Skyward Property. Subscriber and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

4.0 Subscriber Data.

4.1 Confidentiality of All Data. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions.

4.2 Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive education records from Subscriber only as an incident of the Hosting Services. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Host agrees to promptly return to Subscriber any and all PII in Host's possession.

4.3 Health Insurance Portability and Accountability Act. The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Host and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

4.4 Indemnification. Host shall, at its sole cost and expense, defend and hold harmless Subscriber and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber or Skyward as a result of the release of PII or other confidential information of Subscriber or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Subscriber and Skyward must give Host prompt written notice of such claim and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

4.5 Open Database Connection. Subscriber may utilize the Hosting Services to establish an open database connection ("ODBC") to Skyward's database for read access. In the event Subscriber wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Subscriber will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Subscriber's data, (d) Subscriber agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inserted, modified, or deleted by Subscriber through the API connection.

5.0 Security and Limited Warranty.

5.1 Server Security. Subscriber acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Subscriber arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or any employee or agent of Subscriber. Subscriber agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Subscriber caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber assumes all risk related to the processing of transactions related to electronic commerce.

5.2 Limited Warranty. Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, “Operational Hours” are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the “Normal User Hours” are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years’ Day, Martin Luther King, Jr. Birthday, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 Subscriber’s Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber’s sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber’s election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Subscriber, its employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Subscriber. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

5.4 Limitation of Liability. The liability of Skyward and Host to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward and Host shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands.

6.0 Term and Termination. The term of this Agreement shall run concurrent with the term of the SaaS Agreement. In the event the SaaS Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. [In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty \(30\) days following receipt of written notice of such failure.](#) In the event of the termination of this Agreement for any reason, all of Subscriber’s rights and privileges under this Agreement, including but not limited to Subscriber’s rights to access and use the Hosting Services shall be immediately terminated.

7.0 Interpretation and Construction.

7.1 Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

7.2 Assignment. No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host’s capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

7.3 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

7.4 Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

7.5 Force Majeure. Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

7.6 Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

7.7 Survival. Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

7.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

DocuSigned by:
Raymond H. Ackerlund
By: 6E27D2EBBC87495...
Name: Raymond Ackerlund
Title: President
Date: January 28, 2025

SUBSCRIBER:

Signed by:
Andy Horning
By: D870C4DA2B9C482...
Name: Andy Horning
Title: Head of School
Date: February 9, 2025

HOST:

DocuSigned by:
Jeff Zillner
By: 5EB3A3A25751490...
Name: Jeff Zillner
Title: VP of Operations
Date: February 3, 2025



Qmlativ

Eagle, ID

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Per Student Pricing - 3 Year Contract

Secure Cloud Computing Installation

The Qmlativ Business Suite Core Package includes:

Finance, Employee Access, Import Deduction/Benefit Third Party Data, Staff Planning, Payroll, Position Management, Professional Development Center, Substitute Tracking, and Time Off

School Management System Investment Summary

	Initial Investment	Services	Full 12-Month Recurring Fees	Total
School Business Suite				
Estimated Installation: Beginning of Fiscal Year	\$ -	\$ 37,450.00	\$ 9,710.00	\$ 47,160.00
System Wide Services and Software	-	15,300.00	-	15,300.00
Total School Management System	\$ -	\$ 52,750.00	\$ 9,710.00	\$ 62,460.00

School Management System Investment - Including the Full 12-Month Recurring Fees * **\$ 62,460.00**

School Management System Investment - No Proration \$ - \$ 52,750.00 \$ 9,710.00 \$ 62,460.00

See Terms and Conditions for revised payment terms.

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* This Investment Summary reflects the recurring fees for a full 12-Month period.

The actual billing will be reflective of the actual installation date.

The customer recognizes and acknowledges that in subsequent years the Full 12-Month Recurring Fee will be billed.



Pricing Detail

School Business Suite

1,020 Students

		<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees ¹</i>	<i>Total</i>
School Business Suite Software					
² Core Package	\$ 6.85 / student	\$ -	\$ -	\$ 6,987.00	\$ 6,293.00
³ Skyward Promotional Discount	\$ (0.68) / student	-	-	(694.00)	-
<i>Finance</i>					
<i>Employee Access</i>					
<i>Import Deduction/Benefit Third Party Data</i>					
<i>Staff Planning</i>					
<i>Payroll</i>					
<i>Position Management</i>					
⁴ Professional Development Center (School Business Suite)					
<i>Substitute Tracking</i>					
<i>Time Off</i>					
Additional Functionality					
eSign - Electronic Signature	1 block	-	250.00	-	250.00
Time Tracking	\$ 1.50 / student	-	-	1,530.00	1,377.00
³ Skyward Promotional Discount	\$ (0.15) / student	-	-	(153.00)	-
Support	\$ 2.00 / student	-	-	2,040.00	2,040.00
School Business Suite Setup / Training					
Web Hours (186)		-	37,200.00	-	37,200.00
Subtotal School Business Suite		\$ -	\$ 37,450.00	\$ 9,710.00	\$ 47,160.00
⁵ Total School Business Suite Solution					\$ 47,160.00

System Wide Services and Software

1,020 Students

		<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees ¹</i>	<i>Total</i>
Installation					
⁶ Secure Cloud Computing Setup Assistance		\$ -	\$ 800.00	\$ -	\$ 800.00
SmartStart Implementation Service					
Consultative Services - Business		-	9,400.00	-	9,400.00
Project Management		-	5,610.00	-	5,100.00
⁷ Project Management Discount		-	(510.00)	-	-
Subtotal System Wide Services and Software		\$ -	\$ 15,300.00	\$ -	\$ 15,300.00
Total System Wide Services and Software					\$ 15,300.00

Secure Cloud Computing Services

Secure Cloud Computing Services (SCC Services) provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

School Business Suite	1,020 Students	Annual Total
Silver Package		\$ 3,000.00 *

* This is a 36 month contract.

The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.

Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.



Implementation and Training

Implementation Schedule

Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

Project Management

This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

Training

Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

Customer Success After-Hours Support

Customer Success after-hours support is billed at \$200 per hour. This fee applies to all calls that are received outside of normal business hours.

Pricing Footnotes

See Terms and Conditions for revised payment terms.

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Skyward Data Migrations are not included on this proposal.

- ¹ This is a 3-Year Contract with automatic renewal after the initial term. The contract will renew at the then-current rate.
- ² The rate per student for the recurring fee will remain unchanged as stated in the Pricing Detail section above through June 30, 2028 or August 31, 2028 as determined by your fiscal year and indicated on the Terms and Conditions.
The initial count is based on the student count as available from Market Data Retrieval (MDR) a division of Dun and Bradstreet.
The recurring fee can fluctuate for subsequent years based on obtaining enrollment information directly from each applicable state.
- ³ *This proposal includes a discount off of the Skyward recurring fee.
This promotion expires December 31 of the current calendar year.*
- ⁴ Skyward's Professional Development Center (PDC) is included in the core package. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.
- ⁵ Any applicable third-party product licenses may be subject to an annual increase.
Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.
Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.
- ⁶ **Secure Cloud Computing (SCC) Setup Assistance**
Installation/Setup Services
Assistance with 3rd Party Integration Setup
- ⁷ *This proposal includes a Project Management discount. This discount applies when purchasing a core product.
Future sub module purchases will include standard Project Management fees.*

PR-9

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.

Cancellation of Training. Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).

Finance setup day included for verification of previously installed conversion data in preparation for live processing. This includes but is not limited to security setup, default parameter settings in the software, verification of printing capabilities, verification of conversion totals on financial reports (balance sheet, revenue and expense, payroll history totals, etc.), verification of code table setup, and random verification of data records in each module converted. Skyward will assist the customer in working through these items so that the customer can verify the accuracy of information before processing begins.



Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.

You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

Recurring Fee Information

Annual Recurring Support Fee

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter

Annual Recurring Software Fees

- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
The License Agreement page must be executed by both Skyward and an authorized representative to be valid.



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

241113dtc

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment due upon installation of software onto Customer’s system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. Professional Services

a. Installation and Training Services

If Core Sale: Billed for all training and installation services upon installation of any Skyward programs onto Customer’s system, 50% due upon installation, 50% due 7/1/2025.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.

All training days described in the Proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

b. Project Management / Consultative Services

Billed upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

c. Data Migration Fees

If Core Sale: Billed for all data migration services upon installation of any Skyward programs onto Customer’s system, 50% due upon installation, 50% due 7/1/2025.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2025.

Data used for the data migration must come from one system.

d. Custom Programming / Programming Condition(s) of Sale

Billed upon completion.

3. Skyward Full 12-Month Recurring Fees

If Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2025 through June 30th or August 31st as designated within the signature section.

If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2025 through June 30th or August 31st as designated within the signature section.

Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

4. Third Party Software, Hardware and Related Services

Payment due upon delivery of product and / or services.

5. Third Party 12-Month Recurring Fees

Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.

6. Scheduling of Installation

Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.

7. Taxes

If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: _____

Customer Signature

Printed Name

Date



Steve AS.

Hidden Springs Community Barn Rental Agreement 2025

Non-Wedding Event

- Please read, initial and date each page of the Rental Agreement.
- Return all pages of the Rental Agreement with payment to the HSTA to confirm your reservation.
- Rental/Security deposit checks shall be deposited at time of receipt.
- For questions, please contact the HSTA office: 208-229-2323 / office@hiddensprings.com.

Thank you!

COMMUNITY BARN RENTAL AGREEMENT NON-WEDDING EVENT

Thank you for utilizing the Hidden Springs Community Barn referred to in this document as the "Community Barn." Community Barn means the facility located at 4768 W. Farm Ct. and the grounds adjacent to the building on Hidden Springs property, but excludes the Schick-Ostalosa Farmstead, Working Barn, Working Barn Equipment, and surrounding grounds (see Exhibit A and item 6). The Community Barn is a private facility for Residents and their guests, and we appreciate your efforts in helping us care for it by adhering to the **Terms and Conditions** set forth in this agreement.

Please read the **Community Barn Rental Agreement Non-Wedding Event ("Agreement")** carefully and in its entirety. By initialing each page, signing this document, and submitting your rental fee with your security deposit, you are entering into a legally binding contract with Hidden Springs Town Association, Inc., herein referred to as HSTA.

TERMS AND CONDITIONS

1. RESERVATION POLICY: Only Residents with a current HSTA Homeowner's Account ("HOA account") may enter into the Agreement. **"Resident"** means an individual who is a Hidden Springs HOA member as defined in Master Declaration CC&R 3.1.2. **"Current HSTA HOA Account"** means the Resident does not have a negative balance at the time the reservation is made. A Resident may sponsor a Community Barn rental for an individual referred to in this document as a **"Renter"**. A sponsored Renter from the Cartwright Ranch HOA must have a current Hidden Springs Sewer Co. LLC account.

Available rental dates for the following calendar year are confirmed in January of each year. **The Resident and/or Renter may make a verbal or email request to reserve the Community Barn up to 12 months in advance, on a first-come, first-served basis, and place a tentative hold on the requested dates. This request is NOT a reservation.** Upon confirmation that the requested dates are available, the Agreement accompanied by the **Resident's personal check or cashier's check** (the appropriate rental fee plus sales tax and the security deposit) must be received within five (5) business days of the reservation request to finalize the reservation.

2. CAPACITY: No more than 200 guests/attendees in total are permitted. Resident and Renter shall have no more than **79** guests inside the Community Barn at any one time. The grounds surrounding the barn can accommodate additional guests. Resident shall have their HOA account assessed for the cost of any damages and/or violation levied on the HSTA for any failure to adhere to the occupancy limit.

3. NON-WEDDING EVENT: "Non-Wedding Event" means any event other than a Wedding Event (any type of wedding ceremony, wedding reception, vow renewal, or post wedding reception up to one year after a wedding ceremony). **HSTA shall have the authority to make the final determination regarding what constitutes a wedding event.** Non-Wedding Events qualify for the Non-Wedding rental rate. Resident and Renter shall contact the HSTA for clarification or changes in the type of event prior to the event to ensure compliance. **If the HSTA determines that Resident and Renter held a Wedding Event instead of a Non-Wedding Event, then the HSTA shall assess the Resident's HOA account for the difference in the rental fee.**

4. RENTAL FEE SCHEDULE FOR THE COMMUNITY BARN / NON-WEDDING EVENT:

Rental Period	Rental Fee	Sales Tax	Check 1 Fee + Tax	Check 2 Security Deposit
1 Day	\$250.00	\$15.00	\$265.00	\$350.00
Each Additional Day	\$100.00	\$6.00	\$106.00	N/A

5. PAYMENTS: Resident shall provide the HSTA with the rental fee and a refundable security deposit upon final confirmation of the event date to secure the rental. Payment may be made in the form of a cashier's check, or a check

PLEASE INITIAL:

HS HOA Member WS /Date 1-14-25
 Sponsored Renter HR /Date 1-15-25

drawn on the Resident's account. This includes Resident sponsored events. The HSTA shall have the sole discretion to waive or discount rental fees for events of a community-wide or charitable nature.

The HSTA shall process the security deposit upon receipt for security of the rental and will assess charges against the security deposit for any breach of Agreement, or for any HSTA real or personal property which is damaged, lost, stolen, broken, or altered throughout the duration of the rental period. The HSTA shall inspect the Community Barn and surrounding grounds at the end of the rental period.

The HSTA shall refund the security deposit after the post-event inspection confirming all **Terms and Conditions** have been met and the Community Barn keys are returned to the HSTA. Any refund due will be mailed within 30 days after the rental period.

If any violation of the Agreement requires an HSTA staff member or council member to be present during the event, the Resident or Renter shall forfeit the security deposit. If the HSTA finds any misrepresentation under the Agreement, then the Resident shall forfeit the security deposit and be assessed for any difference in rental fee(s).

6. PROHIBITED AREAS: Resident, Renter, guests, and vendors shall **NOT** access the grounds of the DCCHS Schick-Ostalos Farmstead ("Farmstead"), its outbuildings, chicken coop, animal pens or farmhouse. Resident, Renter, guests, and vendors shall **NOT** access the Working Barn, Working Barn equipment, or the surrounding grounds. In the event a Resident, Renter, guests, or vendor access these areas, the HSTA shall not be held responsible for any injury to people or damage to personal property. Resident and/or Renter will be held responsible for any damage to these areas. If Resident, Renter, guests, or vendors utilize any part of the Farmstead, a \$150.00 rental fee shall be deducted from the security deposit. (Refer to Exhibit A).

The Farmstead schedules routine mowing and maintenance on Saturdays, from 8am-12noon Spring through Fall. Special accommodations need to be requested at least 14 days in advance of the event if the Resident or Renter would prefer a different time. Such a request will be considered but cannot be guaranteed.

The Farmstead is open to public from 12:00-4:30pm every Saturday, Spring through Fall. The DCCHS Farmstead parking lot is **NOT** to be used for Community Barn Events.

7. ACCESS: HSTA shall provide the Resident or Renter with one set of keys to the Community Barn. Resident or Renter shall pick up and sign out the keys in the HSTA office one (1) day prior to the rental date. The keys provide access to the Community Barn exterior and interior door locks. Resident or Renter shall return all the keys to the HSTA office no more than three (3) days after the date of rental. Resident or Renter shall be charged a \$100.00 fee to be taken from the security deposit for failure to return the keys to the HSTA within three (3) days. Resident or Renter shall access the Community Barn only on the contracted dates in the Agreement. The HSTA shall assess the Resident's HOA account for costs associated with early or late access. Refer to rental fee schedule for "Each Additional Day" rate. Resident or Renter shall be charged \$350.00 for lost keys which shall be deducted from the security deposit.

8. HOURS OF USE: Resident and Renter shall only utilize the Community Barn between the hours of 8:00am and 10:00pm for their event on the contracted day(s). If Resident or Renter cleans after the event has concluded, no more than five (5) members of the rental party may remain at the Community Barn until 11:00pm.

9. TERMINATION BY RESIDENT OR RENTER: If the Resident or Renter cancels the reservation fourteen (14) days or more in advance of the rental date, then the HSTA shall return the security deposit and rental fee, less a \$25.00 cancellation charge. If the Resident or Renter does not provide notice at least fourteen (14) days in advance of the rental date, then the HSTA shall retain the entire rental fee and security deposit.

10. TERMINATION BY HSTA: The HSTA may terminate the Agreement if the Resident's HOA account is more than \$100 past due 30 days prior to the date of the event in this Agreement. The HSTA may terminate the Agreement if the Community Barn is unavailable for intended use due to unforeseen and uncontrollable events. These events include but are not limited to fire, flooding, earthquake, infestation, severe weather, vandalism, property damage and other natural or manmade hazards. The HSTA may terminate the Agreement if the Community Barn is unavailable due to administrative errors included but not limited to double booking or overbooking. The HSTA may terminate the Agreement due to misrepresentation by the Resident or Renter of the type of event or assess the Resident's HOA account for any difference in rental fee for misrepresentation.

If a Resident sponsors a Renter and no longer owns a property in Hidden Springs on the date(s) of the event, then HSTA may terminate the Agreement.

If the Agreement is terminated by the HSTA, then the HSTA shall immediately return the security deposit and rental fee to the Resident or Renter depending on the initial form of payment. The HSTA shall not be liable for any incidental or consequential damages incurred by the Resident, Renter, their guests, or vendors due to termination of the Agreement.

PLEASE INITIAL.

HS HOA Member WS /Date 1-14-25
Sponsored Renter AD /Date 1-15-25

11. FOOD AND CATERING: The Community Barn is a private venue. The kitchen is a staging area only, and not in compliance with Central District Health for food preparation. Resident and Renter may bring food into the Community Barn or use a caterer or other vendor of their choice. Resident, Renter, caterer, or vendor shall provide all permits, personnel, equipment, and rentals, if required. The HSTA shall not be held liable for any health or food code violations. The Resident shall have their HOA account assessed for the cost of any violation levied on the HSTA for any failure of Resident or Renter, or their guests, agents, or vendors to comply with any applicable regulations or permitting requirements.

12. SANITARY FACILITIES: Resident or Renter will be required to rent additional sanitary facilities for events with more than 100 guests.

13. ALCOHOL: The Resident or Renter shall assume liability for the management of alcohol at the Community Barn on the contracted date(s) in the Agreement. The Resident or Renter shall ensure all applicable State and County laws are adhered to for alcohol consumption. Consumption of alcoholic beverages by any persons under the age of 21 is **PROHIBITED**. The Resident and Renter shall ensure that the behavior of all event participants adheres to this Agreement.

The Resident or Renter may bring their own alcoholic beverages to share with their guests along with non-alcoholic beverages. The Resident or Renter **SHALL NOT SELL** alcoholic beverages or allow alcoholic beverages to be sold without a special permit and/or hiring a licensed and insured alcohol vendor.

The HSTA shall not be responsible for any personal injury, death, or property damage caused by the failure of Resident or Renter, or their guests, agents, or vendors to comply with all applicable State and County laws or regulations regarding the consumption of alcohol on HSTA premises.

14. RENTER SPONSORED BY A RESIDENT (HOA Member) Renter sponsored by a Resident shall obtain Special Event Insurance and Host Liquor Liability insurance if alcohol will be served. The Certificate of Insurance can be (a) an extension of the Renter's homeowner's policy; (b) an extension of the Renter's business liability policy; or (c) a Special Event policy. The Sponsored Renter shall have a policy that must name Hidden Springs Town Association, Inc., Dry Creek Historical Society and the Resident sponsoring the event as Additional Insured for the Community Barn for \$1M liability coverage and \$1M in the aggregate. The Renter shall provide the Certificate of Insurance to the HSTA ten (10) days prior to the date of the event. If the Renter sponsored by a Resident does not provide the certificate ten (10) days prior to the date of the event, the HSTA shall terminate the Agreement.

The Resident and Renter shall ensure guests' behavior adheres to the Agreement. If any destructive or violent behavior resulting in damages is reported during the rental date(s), then the HSTA may terminate the Agreement, end the event, and withhold the security deposit.

15. PARKING: The parking lot adjacent to the Community Barn accommodates approximately 50 vehicles. Additional parking is available on Humphrey's Way (east side of roadway), Farm Court and W. Miner's Farm (north side of roadway). Many of the streets in Hidden Springs have "No Parking" on one side to maintain required space for emergency vehicle access. Vehicles parked in a "No Parking" zone risk ticketing or towing by Ada County Sheriff. Resident or Renter shall ensure there is **NO parking on lawn/landscaped areas** surrounding the Community Barn or on the Working Barn grounds. (See Exhibit B). In addition, it is imperative that the Resident or Renter communicate and manage their guests' parking prior and during the event. The HSTA shall retain the security deposit if parking or driving on these areas results in any damages and may assess the Resident's HOA account for the damages which exceeds the security deposit.

16. LOADING/UNLOADING: Resident or Renter, their guests, agents, and vendors, shall not park on any lawn/landscaped areas to load or unload. Resident or Renter shall ensure all vehicles remain on the gravel road or on the concrete pad. Resident or Renter shall use the loading/unloading area located at the west end of the Community Barn deck. The HSTA shall retain the security deposit if parking or driving on these areas results in any damages and may assess the Resident's HOA account for the amount of damages which exceeds the security deposit. (See Exhibit A).

17. PROHIBITED MATERIALS: The HSTA shall retain the security deposit if there is use of these items which result in any damages or staff labor to remove, repair, or clean the venue:

Confetti, birdseed, rice, glitter, open flames (including sparklers, tiki torches, candles, firepits, etc.), firearms, smoking and pyrotechnic devices are **PROHIBITED** in all areas of the Community Barn and adjacent grounds.

Propane Heaters/Swamp Coolers are **PROHIBITED** in any area of the facility (deck, inside facility, etc.). Propane heaters/Swamp Coolers may be used on **lawn areas only**.

18. DECORATIONS: Affixing objects to walls, floors or ceiling with nails, staples, tacks, or other materials is **PROHIBITED**. Helium balloons must be retrieved and removed from the premises.

19. **STRENGTH:** Resident or Renter shall ensure guests under the age of 18 are always supervised during the date(s) of the event at the Community Barn.

20. **NOISE:** Ada County Noise ordinance does not allow music to be played on the premises after 10:00pm.

Resident and/or Renter shall ensure music or amplification provided by recordings or musicians will be confined within the Community Barn. Resident and/or Renter shall ensure all speakers are confined to the Community Barn. If the noise is not confined to the Community Barn and the police are called for a noise disturbance, or a request by the HSTA to reduce the noise level is not honored, then HSTA may terminate the Agreement. If the HSTA terminates the Agreement, then the event shall be immediately terminated and the HSTA may retain the security deposit in its entirety.

21. **PROPERTY DAMAGE:** The Resident and/or Renter shall be liable for any damage or destruction of the HSTA's personal or real property, including but not limited to, to the Community Barn and its adjacent grounds caused by the Resident and/or Renter, their guests, agents, and vendors during the rental date(s). The HSTA shall retain all or part of the security deposit and assess the Resident's HOA account for the amount necessary to cover the cost of repair or replacement of the property which exceeds the amount of the security deposit.

22. **DÉCOR:** The HSTA decorates the Community Barn for neighborhood events and activities. For an additional fee, Resident or Renter may request the removal of décor in writing at least fourteen (14) days in advance of rental. The Resident or Renter shall be liable for any damage to HSTA décor during the rental period in the Agreement. If there is damage, then the Resident or Renter shall forfeit a portion, or the full security deposit and the Resident may have their HOA account assessed for the cost of replacing any damaged décor.

Resident or Renter is allowed to utilize their own decorations and décor to enhance their event. Décor must be free standing. Resident or Renter shall not affix objects to the walls, floors, or ceiling with nails, staples, tacks, or other materials. Resident or Renter shall remove **ALL** decorations, rented items, and belongings from the Community Barn and its grounds **by the end of the rental period**. The HSTA shall not be liable for any damages to any property used by Resident, Renter, guests, and vendors during the event rental period.

23. **SEATING AND SUPPLIES:** A limited number of tables and chairs are included with the rental of the Community Barn. Resident or Renter may provide additional rentals (i.e., tables, chairs, portable toilets, shade structures, kitchen supplies, linens, dishes, etc.). Resident or Renter shall remove all additional rental items **by the end of the rental period unless** other arrangements have been approved in writing with the HSTA at least seven (7) days prior to the event.

Any items left behind by Resident or Renter, their guests, agents, or vendors after the end of the rental dates shall be deemed abandoned and may be disposed of by HSTA in whatever manner it determines is appropriate, without further notice. Resident or Renter shall forfeit all or a portion of the security deposit to cover the cost of the removal of abandoned items, the repair or replacement of damaged HSTA items, or the cleaning of the Community Barn.

24. **TENTS:** Size and Placement must be approved by HSTA a minimum of 1 month prior to rental. Submit layout to: atm@hiddensprings.com.

25. **DANCE FLOORS:** Are **NOT** permitted to be set up on lawn areas.

26. **CLEANING:** The Resident and/or Renter shall ensure the Community Barn is cleaned immediately following use, which includes the removal of all the Resident's, Renter's, guests', and vendor property. If arrangements are needed for cleaning at a time other than immediately following the event, the Resident or Renter shall request approval from the HSTA fourteen (14) days prior to the event. Resident and Renter shall follow the **Barn Cleaning Checklist** and ensure the following:

- HSTA Tables and chairs organized and returned to the storage room. Rental tables and chairs must be placed on carport's cement pad.
- Kitchen/bathroom counters, sinks, and floors cleaned and disinfected. All food must be removed.
- Barn floor and surrounding deck swept of debris.
- Decorations/personal items removed from premises.
- Doors/windows closed and/or locked.
- Stove/oven must be wiped clean of any food spills.
- Trash picked up and removed from the Community Barn and its surrounding areas.
- Trash must be bagged and put in dumpster located in parking lot.
- Turn off all lights and close doors to kitchen, bathroom, and storage room.
- Wood burning stove is not left burning.

27. **CLEANING SERVICE:** If professional cleaning services are requested, then the Resident or Renter shall coordinate with the HSTA at least fourteen (14) days prior to the event. The HSTA shall hire the professional cleaning service. The fee for the professional cleaning service is listed below:

Scheduled Cleaning: The HSTA shall charge the Resident or Renter fees for a cleaning conducted in advance. This cleaning shall include the services listed above plus cleaning up after the party except for HSTA's tables and chairs and any rentals. Resident and/or Renter shall return all HSTA tables and chairs to the storage closet and rental tables and chairs placed under the carport's cement pad at the conclusion of the event.

- **Unscheduled Cleaning or Emergency Cleaning:** The Resident or Renter shall pay an additional \$400.00 fee if the Community Barn is not cleaned as outlined in the Agreement by the end of the event. If an unscheduled cleaning or emergency cleaning is required, then the HSTA shall assess the Resident's HOA for this fee.

28. LEGAL: Resident and Renter shall assume all responsibility, risks, liabilities, and hazards incidental to the event

(including but not limited to the serving of alcoholic beverages) and hereby releases and forever discharges HSTA and Dry Creek Historical Society, its officers, directors, employees, agents and volunteers, present, past and future, from any and all claims, costs, causes of action, and liability for personal injury or death and loss, damage to or destruction of property arising from or in connection with the event or the use of the Community Barn and Dry Creek Historical Society SchickOstalosa Farmstead, adjacent grounds, and appurtenances. Resident and Renter shall indemnify and hold harmless HSTA Dry Creek Historical Society, its officers, directors, employees, agents and volunteers, present, past and future, from any and all claims for loss, damages, or injuries, arising from or in connection with the event or the use of the Community Barn and Farmstead, grounds and its appurtenances.

The HSTA, its directors, and employees may monitor, inspect, and record the Community Barn and parking lots at any time during the event described in this agreement. This monitoring includes security cameras in the Community Barn, adjacent grounds, and appurtenances.

The HSTA, its officers, directors and employees shall not be liable for damages, including consequential or incidental damages, for its failure to perform the Agreement 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 the HSTA, its officers, directors, or employees.

The preceding **Terms and Conditions** have been designed to protect the HSTA and Dry Creek Historical Society SchickOstalosa Farmstead, adjacent grounds, plant beds, environment, and guests. Breaches of any section of this agreement are grounds for retention of the security deposit. Should repair and/or replacement exceed the security deposit, the Resident's HOA account shall be assessed the cost of any damages to the Community Barn and adjacent grounds, the Farmstead, and adjacent grounds, or any other HSTA real or personal property.

Resident and Renter have read and understand the Agreement for the HSTA Community Barn and agree to hold HSTA and Dry Creek Historical Society, harmless from all claims, demands, lawsuits, actions, damages, liabilities and/or expenses, including but without limitation reasonable attorney's fees, arising out of or in connection with personal injury, property damage, loss and/or theft related to the contracted event.

Resident and Renter shall conduct the event as stated in compliance with the **Terms and Conditions** of the Agreement and all applicable laws, statutes, ordinances, regulations, and any other governmental requirements pertaining or relating to the event, or the Community Barn, and shall be responsible for ensuring all guests, vendors and other invitees to the Community Barn or the event are also in such compliance.

PLEASE INITIAL.

HS HOA Member WS /Date 1-14-25
Sponsored Renter [Signature] /Date 1-15-2025

REQUIRED INFORMATION AND RENTAL AGREEMENT SIGNATURES

Rental Period date(s) Hours _____ of Use _____ Number of Guests _____

Event Description North Star Charter School Prom

RESIDENT (HOA Member)

Resident Name LAURA SMITH

Resident Address 12744 N 11th Ave Boise, ID 83714

Resident Cell # 208-571-6334

Resident Email fivecutekids@gmail.com

Resident Signature LAURA SMITH Date 1-14-25

SPONSORED RENTER:

SPONSORED Renter Name North Star Charter School

SPONSORED Renter Address 899 N. Linder Rd Eagle ID 83616

SPONSORED Renter Cell# 208.631.5826

SPONSORED Renter Email ahorning@northstarcharter.org

SPONSORED RESIDENT Renter Signature [Signature] Date 1-15-2025

- Please make checks payable to: Hidden Springs Town Association, Inc. (HSTA). The rental is not secured until the full rental fee and security deposit are received.
- **Sponsored Renters** must provide a cashier's check or a check from the Resident's bank account.
- Failure to adhere to the **Terms and Conditions in the Rental Agreement**, including any misrepresentation, may result in loss of privileges, forfeiture of security deposit and an additional assessment applied to the Resident's HSTA HOA account.

For office use only:

Date Contract Received _____ Rental Fee \$ (Type/Amount) _____ Sales Tax \$ _____

Security Deposit (Type/Amount) _____ Certificate of Insurance Received _____

Tent(s) Approval: _____

Pre-Event Facility Inspection _____ Date _____ Post Event Facility Inspection Date _____

Date Security Refund Requested _____ Date Security Deposit Mailed _____

NOTES:

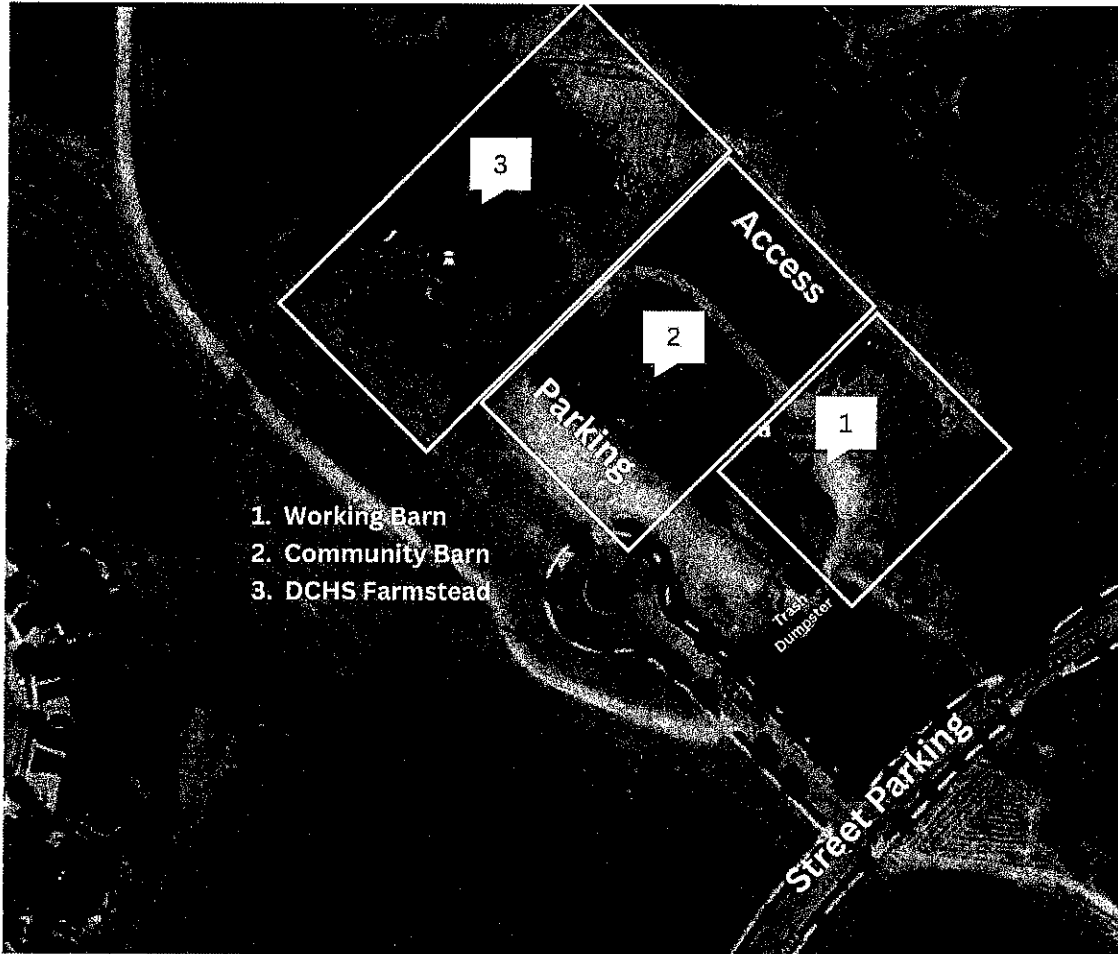
PLEASE INITIAL.

HS HOA Member _____ /Date _____
Sponsored Renter AJK /Date 1-15-2025

PLEASE INITIAL:

HS HOA Member WS /Date 1-17-25
Sponsored Renter AK /Date 1-18-2025

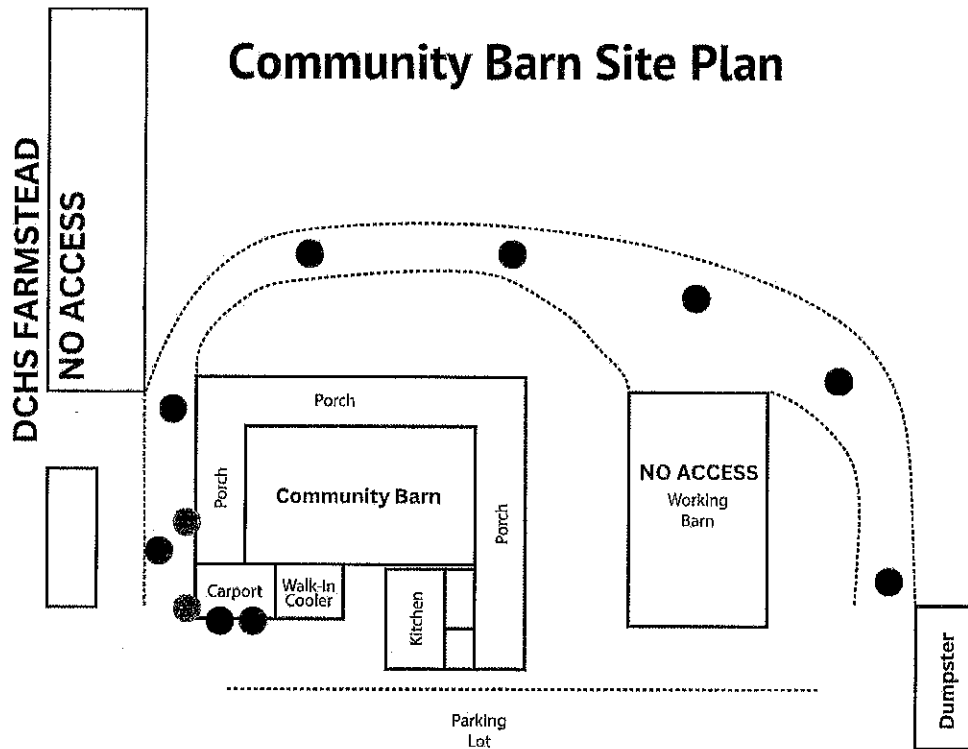
Community Barn Event Access (Exhibit A)



- 1. Working Barn
- 2. Community Barn
- 3. DCHS Farmstead

Community Barn Site Plan

- Portable Toilet Placement Options
- Rental Drop off/Pick up
- Unloading/ Loading
- Emergency Access



Community Barn Parking Map (Exhibit B)



- No Parking
- Venue Parking
- Overflow Parking - Follow No Parking Signs