



AIA Document A101™ – 2017

☒ Owner
☐ Contractor
☐ Architect

Exhibit 904.1

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of March in the year Two-Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Linn-Mar Community School District 1183690
2999 10th Street
Marion, Iowa 52302
Phone: 319-447-3000

and the Contractor:
(Name, legal status, address and other information)

Garling Construction
1120 11th Street
Belle Plaine, Iowa 52208
Phone: 319-398-3340

for the following Project:
(Name, location and detailed description)

Bowman Woods Elementary Classroom Renovation
151 Boyson Road NE
Cedar Rapids, Iowa 52402

Ceiling, lighting, flooring, and casework replacement work.

The Architect:
(Name, legal status, address and other information)

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Phone: 319-354-3040

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraphs deleted)

The onsite work is scheduled to start on or around June 10, 2019 and shall be substantially completed by August 9, 2019.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

(Paragraph deleted)

By the following date: August 9, 2019

(Table deleted)

(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty-eight Thousand One Hundred Dollars and Zero Cents (\$458,100.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

See Section 00 7300 – Supplementary Conditions, Article 9.11

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

Init.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

No retainage will be released at Substantial Completion unless the requirements of Section 00 7300 – Supplementary Conditions, Article 9.310.7 are met.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document (Paragraphs deleted) A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

J.T. Anderson
Linn-Mar Community School District
2999 North 10th Street
Marion, Iowa 52302
Phone: 319-447-3000
Email: jtanderson@linnmar.k12.ia.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Troy Pins
Garling Construction
1120 11th Street
Belle Plaine, Iowa 52208
Phone: (319) 398-3340
Email: tpins@garlingconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Init.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
G000	Cover Sheet	January 31, 2019

- .6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	January 31, 2019	2

- .7 Addenda, if any:

Number	Date	Pages
1	February 13, 2019	12

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted).9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See AIA Document A102 – 2017 Exhibit A for Insurance and Bonds information located in Addendum No. 1.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Troy Pins

(Printed name and title)

Init.

SECTION 00 5350

INSURANCE AND BONDS - A101 EXHIBIT A

INSURANCE AND BONDS

The following Supplements modify, change, delete from or add to the "Insurance and Bonds," American Institute of Architects (AIA) Document A101 – 2017 Exhibit A. Where any Article, Section or clause or portion thereof of the Exhibit A – Insurance and Bonds is modified or deleted by these Supplementary Conditions, the unaltered portions of that Article, Section, Section or clause or portion thereof shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

The following Sections in Article A.2 are either selected, not selected or revised as stated below:

- A.2.4.1 Loss of Use, Business Interruption Insurance with policy limit of \$50,000 is selected. Delete the words "and Delay in Completion Insurance,"
- A.2.4.2 Ordinance or Law Insurance with policy limit of \$500,000 is selected.
- A.2.4.3 Expediting Cost Insurance with policy limit of \$50,000 is selected.
- A.2.4.4 Extra Expense Insurance with policy limit of \$50,000 is selected.
- A.2.4.5 Civil Authority Insurance is not selected.
- A.2.4.6 Ingress/Egress Insurance is not selected.
- A.2.4.7 Soft Costs Insurance with policy limit of \$50,000 is selected.
- A.2.5.1 Cyber Security Insurance is not selected.
- A.2.5.2 Other Insurance is not selected.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

The following Sections in Article A.3 are either selected, not selected or revised as stated below:

- A.3.1.1 In the last sentence, after the words "Contractor's Commercial General Liability", add the words "Commercial Auto Liability, Pollution coverage, if applicable,"
- A.3.1.1 After the last sentence, add the sentence:

Insurance policies required by this insurance section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect.

Add the following to Section A.3.1.1:

- A.3.1.1.1 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be on an ACORD form, completed and supplemented in accordance with AIA G715, Instruction Sheet and Supplemental Attachment for an ACORD Certificate of Insurance form.
- A.3.1.1.2 The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Exhibit A. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.
- A.3.1.3 In the first sentence, after the words "commercial general liability," add the words "commercial auto liability, pollution coverage, if applicable, and excess or umbrella liability"

A.3.2.1 Add the following A.3.2.1.1 to Section A.3.2.1

A.3.2.1.1 All insurance coverages, except workers compensation, provided by the Contractor under A.3 shall provide for a waiver of subrogation to the Owner, Architect and Architect's consultants, and agents and employees.

A.3.2.2 Replace Section A.3.2.2.1 in its entirety with the following:

A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate (endorsed to apply on a per project basis), and two million (\$2,000,000) aggregate for products-completed operations hazard (maintain for (2) two years after final payment), providing coverage for claims including

A.3.2.2.1 Replace Section A.3.2.2.1.5 in its entirety with the following:

A.3.2.2.1.5 \$250,000 limit for damage to premises rented to Contractor

A.3.2.2.1 Add Sections A.3.2.2.1.6 through A.3.2.2.1.9:

A.3.2.2.1.6 \$10,000 limit on medical expenses on any one person

A.3.2.2.1.7 \$10,000 limit on medical

A.3.2.2.1.8 Contractual liability for personal & advertising injury

A.3.2.2.1.9 Electronic data liability to policy limits

A.3.2.2.2 Delete Section A.3.2.2.2.4

A.3.2.3 Revise Section A.3.2.3 as follows:

A.3.2.3 Automobile Liability policy limits will be not less than one million (\$1,000,000) per accident.

A.3.2.3 Add to the end of the last sentence "including coverage for pollution liability broaden cover for automobile per CA 9948 and MCS 90 filings if required by law.

A.3.2.4 Revise Section A.3.2.4 as follows:

A.3.2.4 Revise the second sentence in Section A.3.2.4 to read "...Commercial General Liability, 00 Automobile Liability, and Employer Liability..."

A.3.2.6 Employers' Liability policy limits will be not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.

A.3.2.8 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Professional Liability insurance.

A.3.2.9 Policy limits will be not less than two million (\$2,000,000) per claim and two million (\$2,000,000) in the aggregate for Pollution Liability insurance.

A.3.2.10 If a Combined Professional Liability and Pollution Liability insurance policy is procured, policy limits will be not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

A.3.2.11 Policy limits will be not less than one million (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate for maritime liability risks insurance.

A.3.3.2.2 Railroad Protective Liability Insurance is not required and therefore A.3.3.2.2 is not selected.

A.3.3.2.5 After the word "owned" add the words "and rented".

A.3.3.2.6 Add the following other insurance coverage to A.3.3.2.6:

Should the Contractors subcontractors or its lower tier subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability insurance to insure against physical loss or damage to the property and/or equipment in the amount no less than one million (\$1,000,000).

END OF SECTION

LEASE

This Lease Agreement ("Lease") is entered into as of March __, 2019, by and between Empowered Properties, LLC, an Iowa limited liability company (hereinafter referred to as "Lessor"), and Linn-Mar Community School District, an Iowa school district (hereinafter referred to as "Lessee").

W I T N E S S E T H:

That Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and let unto Lessee, and Lessee does hereby hire and take from Lessor, in connection with the student transition program of Lessee, known as the Linn-Mar Success Center, that certain space shown and designated on the floor plan attached hereto as **Exhibit "A"** and incorporated herein by this reference, consisting of approximately 3,430 square feet and known as Units A5 and A-6 in a building locally addressed as 7085 C Avenue NE, Cedar Rapids, Iowa, 52402 known as the Colton Square Shopping Center.

The space leased and let unto Lessee is hereinafter referred to as the "Premises," the building is hereinafter referred to as the "Building," the land upon which the Building is located is hereinafter referred to as the "Property" and the areas of the Building and Property devoted to the non-exclusive use of Lessee and any other parties are hereinafter referred to as the "Common Areas."

TO HAVE AND TO HOLD THE SAME PREMISES, without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about the Premises, except as otherwise provided for herein, for a term of five years and two months, commencing May 1, 2019 (the "Commencement Dater") and ending June 30, 2024, unless sooner terminated as provided herein, to be occupied and used by Lessee for its above-described business and for no other purpose, subject to the covenants and agreements contained herein.

ARTICLE I. BASE RENT

Lessee agrees to pay to Lessor, at the address of Lessor, at 450 Colton Circle NE, Cedar Rapids, Iowa 52402, or at such other place as Lessor from time to time may designate in writing, an annual base rent as follows:

\$42,000.00 Annually; \$3,500.00 Monthly

payable monthly in advance in equal installments commencing July 1, 2019, and continuing on the first day of each and every month thereafter up to and including June 1, 2024, all as hereinafter referred to as the "Rent".

The Rent for the extension term(s), if exercised, shall be as follows:

First Extension Term - \$44,100.00 Annually; \$3,675.00 Monthly

Second Extension Term - \$46,305.00 Annually; \$3,858.75 Monthly

Any installment of Rent accruing under the provisions of this Lease or any sum or charge which may be due Lessor for any item, service or expenditure provided or performed for Lessee's benefit which shall not be paid within five days of the due date shall entitle Lessor to the additional late fee of 5 percent per month of the amount of the payment due until paid in full. Lessee's covenant to pay the Rent is independent of any other covenant, condition, provision or agreement contained herein.

In addition to the foregoing, Lessee will pay at its own expense, from time to time when due, any personal property taxes attributable to the leasehold improvements and equipment and any other additions placed on or made to the Premises by Lessee, and will hold Lessor harmless from the payment of the same.

ARTICLE II. POSSESSION AND USE OF PREMISES

Lessor shall deliver possession of the Premises to the Lessee upon the Commencement Date in an "as-is" condition (except for the replacement of missing ceramic tile on west side of Premises) for purposes of Lessee commencing its alterations as set forth in Article VII below. Lessee shall use and operate the Premises only as a student transition program, and uses incident thereto, and for no other use without the prior written approval of the Lessor. Lessee shall maintain all licenses and permits necessary to operate its business.

ARTICLE III. SERVICES AND UTILITIES

A. **SERVICES BY LESSOR:** Lessor shall provide and maintain the following services:

Lessor shall maintain and keep the Common Areas in good condition, order and repair, and keep the same free from any unreasonable accumulation of snow as stated herein.

B. **SERVICES AND UTILITIES BY LESSEE:** Lessee shall maintain and pay for the following services and utilities to the Premises, except as otherwise stated:

1. Air-conditioning and heating from the regular Building cooling and heating units.
2. Water, electricity and natural gas from the regular Building outlets.
3. Telephone, internet, trash and janitorial.

Lessor shall not be liable in any way to Lessee for any failure or defect in the supply or character of services or utilities furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Building with such services, without

regard to whether such service is provided by Lessor or Lessee. No interruption in, or temporary stoppage of, any of the above services caused by repairs, renewals, improvements, alteration, strikes, lockouts, labor controversy, accidents, inability to obtain fuel or supplies or other causes beyond the reasonable control of Lessor shall be deemed an eviction or disturbance of Lessee's use and possession, or render Lessor liable for damages, by abatement of rent or otherwise, or relieve Lessee from any obligation set forth in this Lease. Lessee shall furnish and install all lighting, tubes, lamps, bulbs and ballasts required in the Premises, at Lessee's expense, or shall pay Lessor's reasonable charges therefore on demand; Lessee's use of services in the Premises shall not at any time exceed the capacity of any of the equipment in or otherwise serving the Premises. Lessee shall not waste water or any other service furnished to Lessee by Lessor and shall cooperate fully with Lessor to insure the most effective operation of the Building's heating, air-conditioning and other services, and shall refrain from attempting to adjust any controls other than room thermostats relating exclusively to the Premises.

ARTICLE IV. NONLIABILITY OF LESSOR AND LIABILITY INSURANCE TO BE MAINTAINED BY LESSEE

Except as to any liability arising due to the negligence of Lessor (and its agents, employees, contractors or servants or any third parties for whom Lessor has legal responsibility), Lessee shall indemnify, defend and hold Lessor harmless from any and all liabilities, losses, damages, claims and expenses, including reasonable attorney fees, incurred by Lessor as a result of any accident or other occurrence causing or inflicting injury or damage to persons or property upon or about the Premises.

Except as to any liability arising due to the negligence of Lessor (and its agents, employees, contractors or servants), Lessee waives all claims for damages or injury to person, property or business sustained by Lessee or by any other person occurring in or about the Property, the Building or the Premises resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building, the Property or any part thereof, or from equipment or appurtenances becoming out of repair, or from accident, or from any occurrence or act or omission any Lessee or occupant of the Building, or of any other person. This Article shall apply especially, but not exclusively, to damage or injury from the above causes or by flooding or damage caused by refrigerator, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or omission of other Lessees or occupants in the Building or of any other person, and whether such damage be caused by or result from any thing or circumstance whether of a like or wholly different nature. All property in the Building or on the Premises belonging to Lessee, its agents, employees or invitees or to any occupant of the Premises or to any other person shall be at the risk of Lessee or such other person only, and Lessor shall not be liable for damage thereto of theft, misappropriation or loss thereof.

Lessee agrees to defend and hold Lessor, its agents, employees and servants harmless and indemnify Lessor against claims and liability for injuries to persons, property or business and for

damage to or theft, misappropriation or loss of property occurring in or about the Building or the Premises due to any act or omission of the Lessee, its agents or employees.

Lessee shall maintain in full force throughout the term of this Lease, at its cost, one or more policies of insurance as applied to the Premises providing for broad form coverage contractual liability insurance with an endorsement naming the Lessor as an additional insured under the policy with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each such policy shall be issued by an insurance company duly authorized to write such insurance in the State of Iowa and reasonably acceptable to Lessor and shall contain a provision that it shall not be canceled without at least ten (10) days prior written notice to both Lessee and Lessor. Lessee shall deliver to Lessor at least five (5) days prior to the time such insurance is first required to be carried by Lessee and thereafter at least fifteen (15) days prior to the expiration of any such policy either the original of each such policy or a certificate thereof validly stamped by the issuing insurance carrier to evidence payment of all premiums due thereon, and in the event of Lessee's failure to obtain or maintain such insurance, Lessor shall have the right, but shall not be obligated, to procure such insurance, and all amounts so paid therefore by Lessor, with interest thereon, shall be payable by Lessee to Lessor and shall constitute additional Rent hereunder.

Lessee shall maintain all licenses and permits required for the operation of its student success center program.

ARTICLE V. CERTAIN RIGHTS RESERVED BY LESSOR

Lessor reserves, among others, the following rights exercisable without notice and without liability to Lessee and without effecting an eviction, constructive or actual, or disturbance of Lessee's use or possession, or giving rise to any claim for setoff or abatement of rent:

- A. To install, affix and maintain any and all signs and signage structures on the Property, the exterior of the Building and in the Common Areas. Nothing contained herein shall obligate Lessor to install, affix or maintain any of Lessee's signs duly authorized hereunder. Lessee shall not install, affix or maintain any signs on the Premises, Property, the exterior of the Building or the Common Areas unless first: (a) complying with the requirements of all municipal, state or federal authorities pertaining to the erection or placement of signs on the Property, the Building or the exterior of the Premises; and (b) obtaining Lessor's prior written consent to any such sign, which shall not be unreasonably withheld. Subject to the foregoing, Lessee shall be allowed, at its sole cost and expense, to install one exterior Building mounted sign.
- B. To designate, limit, restrict and control any service in or to the Building. Any restriction, designation, limitation or control imposed by reason of the subparagraph shall be imposed uniformly on Lessee and other lessees occupying space in the Building.

- C. To prohibit Lessee from displaying any of its merchandise on the Property, on the exterior of the Building or in the Common Areas without the prior written consent of Lessor.
- D. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuation of any of said work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend services and facilities; provided, however, that the Rent shall abate for the period of such closure in the event Lessee's use of the Premises is thereby completely interrupted for a continuous period in excess of forty-eight (48) hours.
- E. To change the name or street address of the Building, without liability to Lessee, provided Lessee shall receive sixty (60) days notice of any such change.
- F. During the Lease Term, if Lessee has vacated the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy.
- G. To grant to anyone the right to conduct any particular business or undertaking in the Building.
- H. To enter the Premises at all reasonable times for any purpose whatsoever relating to safety, protection, preservation, operation or maintenance of the Premises or the Building. Except in the case of emergency, the Lessor shall make no entry upon the Premises without giving Lessee reasonable advance notice.
- I. At reasonable times, within the last ninety (90) days of the term of this Lease, to exhibit the Premises to others and to display "For Rent" signs on the Premises.
- J. To sell the Property or assign this Lease, in which event Lessor shall be entirely freed and relieved of all liability under any and all of Lessor's covenants and obligations contained in or delivered from this Lease arising out of any act, occurrence or omission occurring thereafter; and the purchaser or assignee at such sale or any subsequent sale of the demised Premises or assignment of this Lease shall be deemed without any further agreement between the parties or their successors in interest or between the parties and any such assignee or purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

ARTICLE VI. COMMON AREAS AND PARKING

- A. Lessor covenants that such Common Areas as may be constructed on the Property shall be available for the non-exclusive use of Lessee during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all such

Common Areas shall not constitute a violation of this covenant. Lessor reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of existing Common Areas.

- B. The Lessor shall keep or cause the Common Areas to be kept in good repair and cleanliness, including snow removal and marking of parking spaces and traffic pattern. Lessor agrees that in the event of any repairs or modifications to the Common Areas which may affect Lessee's operation for more than forty-eight (48) hours, Lessor shall give reasonable notice to Lessee of such repairs or modifications. Lessor agrees that any repairs or modifications to the Common Areas that do substantially interfere with Lessee's operations shall be done in a manner to least interfere, as reasonably as possible, with the business of Lessee, provided that Lessor is not required to be unreasonable to other lessees of the Building in doing so.
- C. Lessee and its agents, employees, customers, licensees and invitees shall be entitled to use the Common Areas during the entire term of this Lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking. Two regular parking spaces in front of the Premises shall be reserved for the exclusive use by Lessee.
- D. The Lessee, in the use of the Common Areas, agrees that such areas shall remain exclusively under Lessor's control and agrees to comply with such reasonable rules and regulations as the Lessor may adopt from time to time for the orderly and proper operation and control of the Common Areas.

ARTICLE VII. ALTERATIONS AND IMPROVEMENTS

Lessee shall not make any improvements, alterations, additions or installations in or to the Premises without Lessor's prior written consent. Provided, however, Lessee shall be allowed, at its sole cost and expense, to: i) install cabinets, counter tops and appliances for a full-size kitchen in the northwest corner; ii) create an office/small conference room on the east side in a location reasonably acceptable to the Lessor; and iii) paint the existing interior walls. All such work must meet city codes. Before commencement of the work or delivery of any materials to the Premises or into the Building, Lessee shall furnish Lessor with plans and specifications; names and addresses of contractors; copies of contracts, necessary permits and licenses; and indemnification in such form and amount as may be reasonably satisfactory to Lessor to ensure the payment of all liens for labor and material arising therefrom. Lessee agrees to hold Lessor forever harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with said improvements, alterations, additions or installations. Lessee will carry and will cause Lessee's contractors and subcontractors to carry such workers' compensation, general liability, personal and property damage insurance as Lessor may reasonably require. All such work shall be done only by contractors or mechanics approved by Lessor at such time and in such manner as Lessor may from time to time reasonably designate. Lessee shall pay the cost of all such improvements, alterations, additions or installations, and also the cost of decorating the Premises occasioned by such improvements, alterations, additions or installations. Upon completion of such improvements, alterations, additions or installations, Lessee shall furnish Lessor with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor and materials expended and used. All such improvements, alterations, additions or installations shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner and only good grades of materials shall be used. Lessee shall permit Lessor to review construction operations in connection with such work. If any mechanic's lien is filed against the Premises or the Building for work claimed to have been done for, or materials furnished to, Lessee, whether or not done pursuant to this Article, the same shall be discharged by Lessee within ten days thereafter, at Lessee's, expense, by payment or by filing of a bond permitted by law. All such improvements shall remain the property of Lessor at the end of the term hereof.

ARTICLE VIII. CONDITION AND REPAIRS

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the physical condition of the Building, the Property, the Premises, the rents, leases or any other matter or thing affecting or relating to the Premises except as herein expressly set forth and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. Lessee has reviewed the Building and the Premises and is thoroughly acquainted with their proposed conditions and agrees to take the same as presented and acknowledges that the taking of possession of the Premises by Lessee shall be conclusive evidence that such Premises and Building were in good and satisfactory condition at the time such possession was so taken.

Lessee shall, during the term of this Lease, at Lessee's expense, keep the Premises (including signs affixed or installed by Lessee) in a good order, condition and repair as they were at the time Lessee took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted. Lessee shall promptly and adequately repair all damage to the Premises during the term of this Lease, except for any damage due to fire or other casualty not covered by Lessee's insurance but covered by insurance maintained by Lessor for which rights of subrogation have been waived by Lessor's insurance, which damage shall be promptly repaired by Lessor. Lessee shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises, throw foreign substances in the plumbing facilities or waste any of the utilities furnished by the Lessor. Without limiting the generality of the foregoing, Lessee shall repair and maintain, all windows, plate glass, interior store front, doors, and the plumbing, pipes, electrical wiring, switches and conduits situated within the interior walls of the Premises.

Lessee shall maintain the HVAC system, and shall schedule quarterly HVAC maintenance by a qualified HVAC contractor or by its internal maintenance staff. Lessee shall provide to Lessor quarterly reports outlining such HVAC maintenance service. Lessor shall be responsible for HVAC repairs (not including ordinary maintenance), in excess of \$500.00 in any calendar year.

If Lessee shall fail to keep and preserve the Premises in the state of condition required by the provisions of this Article and after written notice from Lessor to Lessee designating such failure, the Lessor may, at its option, put or cause the same to be put into such condition and state of repair and in such case the Lessee, on demand, shall pay the cost thereof to Lessor. All damage or injury to the Premises or the Building caused by Lessee moving furniture, fixtures, equipment or other devices in or out of the Building; or by installation or removal of furniture, fixtures, equipment, devices or other property of Lessee, its agents, contractors, servants or employees; or resulting from any other cause of Lessee, its servants, employees, agents, visitors or licensees shall be repaired, restored and replaced promptly by Lessee at its sole cost and expense to the satisfaction of Lessor. All repairs, restorations and replacements shall be in quality and class equal to the original work.

The Lessor, its employees, agents or servants shall have the right to enter the Premises at any reasonable time or times and upon reasonable notice to Lessee for the purpose of inspection, cleaning, repairs, altering or improving the same but nothing contained herein shall be construed as imposing any obligation on the Lessor to do any cleaning or to make any repairs, alterations or improvements which are the obligation of the Lessee. Any such activities shall be done without unreasonably interrupting the Lessee's business operations.

Lessor, at its sole cost and expense, agrees to maintain the roof, exterior walls, foundation and other structural portions of the Premises and all sewer and utility lines outside of the Premises which serve the Premises, except for any repairs due to the negligence of the Lessee, which repairs shall be made by Lessee at Lessee's sole cost and expense.

ARTICLE IX. ASSIGNMENT OR SUBLETTING

Lessee agrees to use and occupy the Premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purpose, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet the Premises, or any part thereof, whether by voluntary act, operation of law or otherwise, without obtaining the prior written consent of Lessor in each instance. Lessor agrees not to withhold consent unreasonably. It will not be unreasonable for Lessor to withhold consent if the reputation, financial responsibility or business of the proposed assignee or sub-lessee is unsatisfactory to Lessor or if Lessor deems such assignee or sub-lessee's business not consonant with that of other Lessees in the Building or if any intended use by any proposed assignee or sub-lessee conflicts with any commitment made by Lessor to any other lessee in the Building. Lessee's request for consent shall be in writing and contain the name, address and description of business of the proposed assignee or sub-lessees, its most recent financial statement, the proposed use of the Premises and the terms and conditions of the proposed assignment or subletting. Consent by Lessor to any assignment of this Lease or to any subletting of the Premises shall not be a waiver of Lessor's right under this Article as to any subsequent assignment or subletting. Notwithstanding the foregoing, Lessee may assign this Lease or sublet the Premises, without Lessor's consent, to an entity that controls or is controlled by Lessee, or merges or consolidates with Lessee.

No assignment or subleasing shall relieve the Lessee from any of Lessee's obligations in this Lease contained. No such assignment or sublease or transfer of this Lease shall be effective unless the assignee, sub-lessee or transferee shall, at the time of such assignment, sublease or transfer, assume in writing, for the benefit of Lessor, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Lessee and shall agree in writing to be bound thereby. Lessor's rights to assign this Lease are and shall remain unqualified.

ARTICLE X. DAMAGE BY FIRE OR OTHER CASUALTY

If fire or other casualty shall render the Premises untenable, this Lease shall terminate forthwith and any prepayments of rent shall be refunded by Lessor pro rata; provided, however, that if the Premises can be repaired within one hundred eighty (180) days from the date of such event, then, at Lessor's option, by notice in writing to Lessee, mailed within thirty (30) days from the date of such damage or destruction, that Lessor elects to repair within such one hundred eighty (180) day period, this Lease shall remain in full force and effect, but the Rent for the period during which the Premises are untenable shall be abated pro rata. If Lessor elects to repair the Building and the Premises, such work shall be undertaken and prosecuted with all due diligence and speed. In the event of termination of this Lease pursuant to this Article, Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

ARTICLE XI. EMINENT DOMAIN

If the whole or any substantial part of the Premises is taken by any public authority under the power of eminent domain or taken in any manner for any public or quasi-public use so as to

render the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and Lessor shall make a pro rata refund of any prepaid rent. All damages awarded for such taking under the power of eminent domain or any like proceedings shall belong to and be the property of Lessor, Lessee hereby assigning to Lessor Lessee's interest, if any, in such award.

ARTICLE XII. SURRENDER OF PREMISES

On the last day of the term of this Lease, or on the sooner termination thereof as provided herein, Lessee shall peaceably surrender the Premises in good condition and repair, ordinary wear and tear and casualty excepted, consistent with Lessee's duty to make repairs as herein provided. On or before the last day of the term of this Lease, or the sooner termination thereof as provided herein, Lessee shall, at its expense, and if not then in default hereunder, remove all of its trade fixtures and equipment from the Premises, and all property not removed shall be deemed abandoned. Notwithstanding the foregoing, all kitchen appliances (other than refrigerator) shall remain with the Premises. Lessee shall leave the Premises broom clean and in good order, ordinary wear and tear and casualty excepted. Lessee shall reimburse Lessor for any expenses incurred by Lessor with respect to removal or storage of abandoned property, with respect to repair of the Premises as a result of Lessee's removal of Lessee's trade fixtures and equipment and with respect to restoring said Premises to good order, condition and repair. All alterations, additions, fixtures, paneling, partitions, railings and like installations, other than Lessee's trade fixtures, which have been made or installed by either Lessor or Lessee upon the Premises shall remain the Lessor's property and shall be surrendered with the Premises as a part thereof. If the Premises be not surrendered at the end of the term or sooner termination thereof, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorney fees or costs resulting therefrom. Lessee shall promptly surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of combinations on any vaults, locks and safes left on the Premises.

ARTICLE XIII. DEFAULT OF LESSEE

The following shall govern default by the Lessee:

- A. If Lessee shall fail to make payment of the Rent or any installments thereof or the payment of any other sum required to be paid by Lessee under this Lease or under the terms of any other agreement between Lessor and Lessee and such default shall continue for five (5) days after the same is due and payable hereunder, or if Lessee shall fail to observe or perform any of the other covenants and conditions of this Lease which Lessee is required to observe and perform and such default shall continue for thirty (30) days after written notice to Lessee, or if Lessee fails to commence to remedy any such default within such 30 day period and thereafter to diligently pursue such remedy if such default cannot reasonably be fully cured within such 30 day period, or if a default involves a hazardous condition and is not cured by Lessee immediately upon written notice to Lessee, or if the interest of Lessee in this

Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Lessee, or if any involuntary petition in bankruptcy shall be filed against Lessee under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Lessee or any of the property of Lessee by any court and such receiver shall not have been dismissed within thirty (30) days from the date of appointment, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall admit in writing Lessee's inability to meet Lessee's debts as they mature, or if Lessee shall abandon or vacate the Premises for more than sixty (60) continuous days during the Lease Term (provided, that Lessee shall have no obligation to continually operate its business during the Lease Term), then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon, at its option, may, with or without notice or demand of any kind to Lessee or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

1. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof by force, if necessary, without being liable for prosecution or any claim of damages therefore.
2. Lessor may elect not to terminate this Lease but rather may enter upon and take possession of the Premises and, if Lessor so elects, make such alterations and repairs as may be necessary to relet the Premises, and relet the Premises or any part thereof as the agent of the Lessee, at such rent and for such term and subject to such terms and conditions as Lessor may deem advisable and receive the rent therefore. Upon such reletting, all rentals received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any loss and expense of such reletting, including brokerage fees and attorney fees and the costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future Rent as the same may become due and payable hereunder; and Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Lessor's acceptance from Lessee of the keys to the Premises on vacation of the same by Lessee prior to the expiration of this Lease, or the act of Lessor in attempting to procure a lessee, shall not constitute a release of the Lessee from further liability under this Lease unless the Lessor shall have exercised its option to cancel this Lease.

3. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney fees, costs and the present value of the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remaining portion of the term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Article from time to time and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor.

- B. If Lessee shall default (i) in the payment of any Rent and any such default shall continue or be repeated for two (2) consecutive months, or for a total of three (3) months in any period of twelve (12) months; or (ii) in the performance of any other covenant of this Lease more than four (4) times in a twenty-four (24) month period, in the aggregate, such defaults shall have been cured within the applicable grace period as above provided, any further similar default shall be deemed to be deliberate, and Lessor thereafter may terminate this Lease or Lessee's right to possession by serving a written three day notice to quit upon Lessee, without affording to Lessee an opportunity to cure such default.
- C. If, because of any breach or default by Lessee in Lessee's obligations hereunder, it shall become necessary for Lessor, in Lessor's sole judgment, to employ an attorney to enforce or defend any of the Lessor's rights or remedies hereunder, Lessee agrees to pay reasonable attorney fees and expenses incurred by Lessor in such connection.

ARTICLE XIV. HAZARDOUS SUBSTANCES

Lessee shall not cause or permit any hazardous materials to be brought, kept or used in or about the Premises, except residential cleaning materials in quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Lessee covenants and agrees to store, use and dispose of any hazardous materials in compliance with all federal, state, county and local laws, rules and regulations (whether now existing or hereafter enacted or promulgated). If any hazardous material which is kept or brought on, in, or under the Premises during the Lease term is released, suspected to be released or otherwise results in any

contamination of the Premises or any adjoining property or the air, soil, surface water or ground water in violation of applicable environmental law, Lessee shall promptly, upon becoming aware of such violation of applicable environmental law, take all actions, at its sole expense, as are necessary to return the affected area(s) to the condition existing prior to the violation of such applicable environmental law and to comply therewith, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required.

Lessee shall indemnify, save harmless and defend Lessor from and against any and all claims, actions, administrative proceedings, damages, penalties, fines, costs, liabilities, obligations, demands, defenses, judgments, suits, proceedings, interest, losses (including, without limitation, any sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity), disbursements or expenses of any kind or of any nature whatsoever incurred by, sought from or asserted directly or indirectly against Lessor during or after the term as a result of a violation of applicable environmental law by Lessee, its subtenants, agents, employees, contractors and invitees with respect to the Premises at any time during the Lease term. The obligations, agreements and indemnities of Lessee set forth in this section shall survive the expiration or earlier termination of this Lease.

ARTICLE XV. SUBORDINATION

This Lease shall be subject and subordinate to any mortgage, deed of trust, real estate contract or ground lease now or hereafter placed upon the Premises, the Building, the Property or any portion thereof by Lessor, its successors or assigns, and to modifications, consolidations, replacements, renewals and extensions thereof. Lessee agrees at any time hereafter, upon demand, to execute and deliver any instruments, releases or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust, real estate contract, airspace or ground lease.

Lessee agrees from time to time upon not less than ten (10) days prior written request by Lessor to deliver to Lessor a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications); (ii) the dates to which the rent and other charges have been paid; (iii) that Lessor is not in default in any provision of the Lease, or, if in default, the nature thereof specified in detail; (iv) the amount of monthly rent currently payable by Lessee; (v) the amount of any prepaid rent; and (vi) such other accurate certification that Lessor may reasonably request. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by Lessor, any prospective purchaser or mortgagee of the Premises and their respective successors and assigns.

ARTICLE XVI. RULES AND REGULATIONS

Lessee and Lessee's employees, agents, invitees and licensees covenant to observe faithfully, and comply strictly with, any rules and regulations as Lessor may from time to time adopt, and which are uniformly applied to all tenants of the Building, except which are individually distinct based upon the type of use of the Lessee.

ARTICLE XVII. SUBROGATION

Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Lessor and Lessee each hereby release and waive all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance, and also provided that such policies can be obtained without additional premiums. Lessee acknowledges that Lessor will not carry insurance on Lessee's furniture and/or furnishings or any trade fixtures and equipment, improvements, appliances or appurtenances or Lessee's leasehold improvements and agrees that Lessor will not be obligated to repair any damage thereto or replace the same.

ARTICLE XVIII. MISCELLANEOUS

- A. Lessee shall indemnify, hold harmless and defend Lessor from and against any and all costs, expenses (including reasonable attorney fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental authority arising out of or in any way connected with Lessee's use or occupancy of the Premises arising out of: (i) any failure by Lessee to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Lessee; and (ii) any failure by Lessee to comply with any statutes, ordinances, regulations or orders of any governmental authority.
- B. All notices, demands and requests shall be in writing and shall be effectively served in any of the following manners:
 - 1. If addressed to Lessee:

By forwarding such notice, demand or request by certified or registered mail, postage prepaid, addressed to Lessee at:

Linn-Mar Community School District
Attn: Superintendent
2999 North Tenth Street
Marion, Iowa 52302

or at such other address as Lessee may hereafter designate by written notice to Lessor. The mailing shall be deemed to be the giving of notice.

2. If addressed to Lessor:

By forwarding such notice, demand or request by certified or registered mail, postage prepaid, addressed to Lessor at:

Empowered Properties, LLC
c/o Patrick Thomas, Manager
450 Colton Circle NE,
Cedar Rapids, Iowa 52402

or at such other address as Lessor may hereafter designate by written notice to Lessee. The mailing shall be deemed to be the giving of such notice.

- D. All rights and remedies of Lessor under this Lease or that may be provided by law may be enforced by Lessor in its own name, individually or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies, including those set forth in Article XIV, may be commenced and prosecuted to final judgment and execution by Lessor in its own name or in the name of its agent.
- E. Lessor covenants and agrees that Lessee, upon paying the rent and other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance or molestation by Lessor or any person or persons claiming under Lessor.
- F. The covenants and agreements herein contained shall bind and inure to the benefit of the Lessor, its successors and assigns, and Lessee and its permitted successors and assigns.
- G. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall be construed and enforced in accordance with the laws of the State of Iowa and shall be deemed to have been entered into and performable in Linn County, Iowa.
- H. In the event Lessee remains in possession of the Premises herein leased after the expiration or termination of this Lease, including extensions thereof, and without the execution of a new lease, it shall be deemed to be occupying the Premises as Lessee from month-to-month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Rent shall, without notice, be payable at 150% of the rate applicable immediately

preceding the expiration or termination of the term hereof until a new lease is negotiated and executed by Lessor and Lessee.

- I. Lessee covenants not to do or suffer any waste or damage or disfigurement or injury to the Premises or Building and Lessee further covenants that it will not vacate or abandon the Premises during the term of this Lease.
- J. The term "Lessor" as used in this Lease so far as covenants or obligations on the part of Lessor are concerned shall be limited to mean and include only the owner or owners of the Property and Building at the time in question, and in the event of any transfers or conveyances the then grantor shall be automatically freed and released from and after the date of such transfer or conveyance of all liability as with respect to the performance of any covenant or obligation on the part of Lessor contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor, its successors and assigns only during and in respect to their respective successive periods of ownership.
- K. The marginal or topical headings of the several Articles are for convenience only and do not define, limit or construe the contents of said Articles.
- L. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith.
- M. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.
- N. Lessee shall not permit the leased Premises to be used for any purpose contrary to law or the written and established rules or regulations of the Lessor or any public authority.
- O. Lessee shall have two (2) option(s) to extend the Lease Term each for an additional three year period. Lessee may exercise Lessee's option(s) to extend the Lease Term by delivering written notice to Lessor at least ninety (90) days before the end of the then current term, provided that on the date of such election and as of the date of the commencement of the extended term of this Lease, Lessee is not then in default under the terms of this Lease. The Rent for the option period(s) shall be as set forth in Article 1 of this Lease. All of the terms and conditions as set forth in this Lease shall apply to such extended term(s). In the event an option is not exercised in the manner and within the time set forth in this section, then the option shall expire, and Lessee shall not have the right to renew this Lease.

- P. Each party to this Lease warrants that it has not incurred any real estate brokerage fees, finders' fees, or any other fees to any third party in connection with this Lease other than those listed below. In the event that any third party other than those listed below institutes legal action in an effort to recover such fees, the parties shall jointly defend the action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter's attorneys' fees, court costs, expenses, and share of the judgment. Brokerage arrangements in connection with this Lease are as follows:

Lessor's Broker – Coldwell Banker Hedges Realty – Bill Grabe

Lessee's Broker – GLD Commercial – Angie Glick

ARTICLE XIX. OTHER PROVISIONS

- A. Floor plan - **Exhibit "A."**

ARTICLE XX. SECURITY DEPOSIT

Lessor acknowledges that Lessee has paid to Lessor the sum of \$3,500.00 as a lease security deposit to be held by Lessor as security for the full and faithful performance of each and every term, provision, covenant and condition of this Lease. If Lessee defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of Rent, Lessor may use, apply or retain the whole or any part of this security for the payment of any rent in default or for any other sum which Lessor may spend or be required to spend by reason of Lessee's default, or damage sustained by the Lessor by reason of Lessee's default. Lessee agrees that in case the Lessor shall sell or exchange Lessor's interest in the demised Premises during the Lease Term, Lessor may pay the deposit to any subsequent owner and, in that event, the Lessee does hereby agree to release Lessor from all liability for the return of such deposit.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSEE:

**LINN-MAR COMMUNITY
SCHOOL DISTRICT**

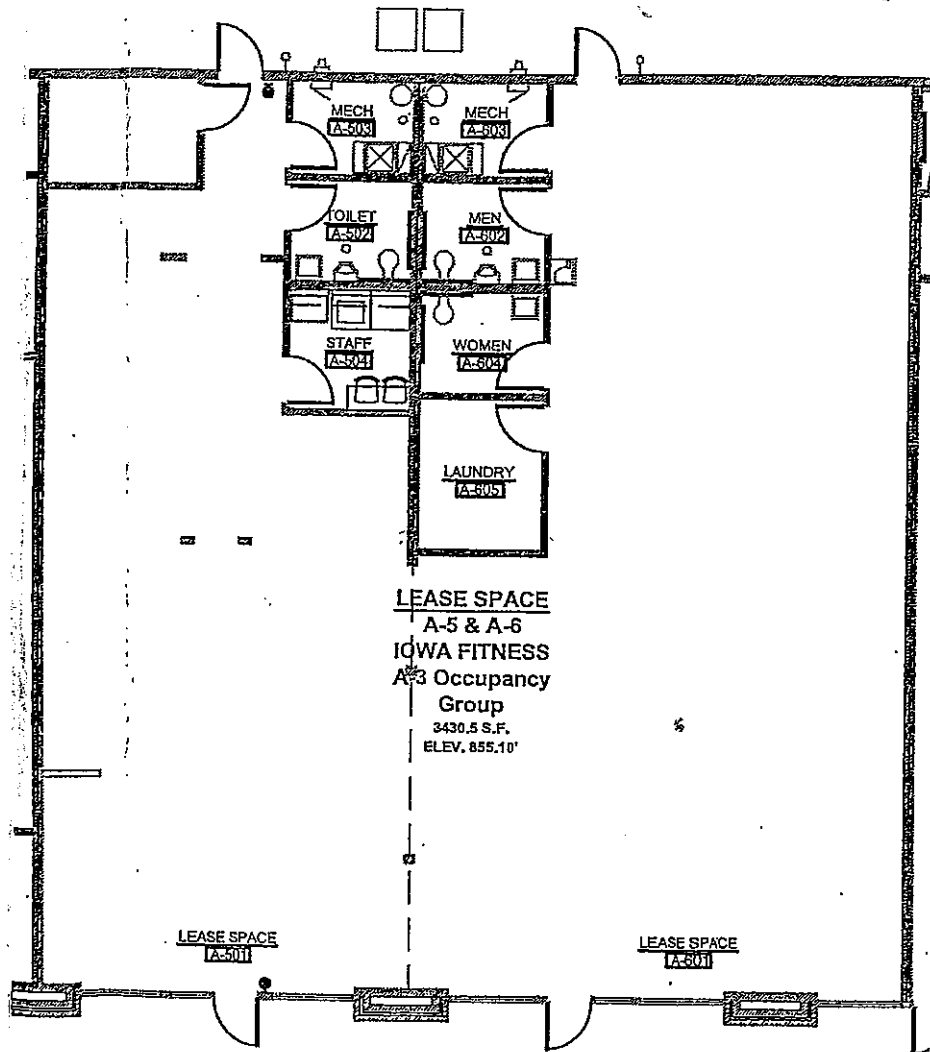
By: _____
Name _____
Title _____

LESSOR:

EMPOWERED PROPERTIES, LLC

By:  _____
Patrick Thomas, Manager

EXHIBIT “A”
Floor Plan of Leased Premises



Linn County Fair RENTAL CONTRACT

Return contract to: Rentals@thelinncountyfair.com or mail to Linn County Fair, PO Box 329, Central City, IA 52214

Name Linn Mar School
(Name of Bride & Groom if wedding)

Person to Receive Billing Information Dianne Van Praag

Billing Address 3111 10th Street

City Marion State Ia Zip 52302

Phone 319-447-3015

Email _____

2nd Contact _____

Phone _____ Email: _____

License of this property will be for the following dates:

May 5th Set Up May 6, 2019 testing

Ceremony Time N/A

Reception/Event Time N/A # Attending 160

RENTAL SUMMARY	
Rental Date	<u>May 5 + 6, 2019</u>
Hall Rental \$1000	<u>200</u>
Stage Use \$50	
Friday Decorating (8am-5pm) \$300	
Rehearsal Dinner (5pm-10pm) \$150	
Sunday Access (8am-12pm) \$200	
Serving Alcohol \$100	
Cleaning Crew \$200/\$150	
Garden Building/Gazebo \$200	
Outdoor Ceremony \$150	
Farm Bureau Pavilion \$200	
Fleck Picnic Pavilion \$150	
Conference Room Only \$150/\$200	
Rental Fees Due	<u>200</u>
Down Payment Enclosed (50% of Hall Cost \$500)	
Damage Deposit (Due 30 Days Prior to Event)	<u>\$500-</u>

waived damage dep.
dy

This License, executed in Linn County Iowa, this day 2 of April, 2019 between The Linn County Fair Association and Linn Mar Schools hereafter called 'Linn County Fair Association' and 'Licensee. The Linn County Fair Association hereby Licenses to the Licensee for the purpose of: AP Testing
(Wedding/Reception, Horse Show, Family Reunion, etc.)

Note: The Licensee shall NOT sublet or License the premises to any other person or party without written consent from the Linn County Fair Association.

The Licensee shall maintain all buildings, trees, shrubbery, flower gardens, and fencing in the same condition it was viewed at time of rental. All expenses for cleaning will be paid for by Licensee.

Certificate of insurance listing the Linn County Fair Association is required at time of key pickup. An example form can be found in your rental packet.

Key pickup is available the Friday before rental from the Linn County Fair office by appointment

Requirements for renting our facilities after close of your event are listed in detail on the 'Cleaning Guidelines' within your rental packet.

No pets, other than service animals, are allowed within the Lynn Dunn Memorial Building or Garden Building.

Exhibit Hall Rental Package (Prices as of January, 2019)

☒ **LDM Hall Rental: ~~\$1000~~ 200**

Lynn Dunn Exhibit Hall, Tables & Chairs
Serving Kitchen and Conference Room
Garbage Pickup (one dumpster)

☐ **Stage Use \$50**

(Six 6' x 8' sections available)

Alcohol: ☐ **will be served at event (\$100 staff fee)**

☐ **will not be served at event**

Serving Alcohol:

All events choosing to serve alcohol will have a staffed bar included with their event package (cost of alcohol not included in package)

All events will need to purchase all alcohol being served during the event through the Linn County Fair Association.

* See Bar Service Form for available options. Bar service order must be finalized 30 days prior to event.

Exhibit Hall Rental Add Ons:

☐ **Friday Decorating \$300** *Building access 8am-5pm

☐ **Rehearsal Dinner \$150** *Building access 5pm-10pm

☐ **Sunday Access: \$200** *Building access 8am-12pm

☐ **Cleaning Crew: \$200** for Wedding/Reception Events
\$150 for Non-Wedding Events

By selecting this, Licensee is not responsible for 'Cleaning Guidelines'

If serving alcohol, please see requirements under hall rental above

Additional Rental Options:

☐ **Farm Bureau Pavilion \$200**

☐ **Outdoor Ceremony \$150**

☐ **Garden Building & Gazebo: \$200**

☐ **Fleck Picnic Pavilion \$150**

☐ **Conference Room Only: \$200** (Saturday or Sunday)
\$150 (Monday-Friday)

*Conference Room & Kitchen, Tables & Chairs and
Garbage Pickup (1 dumpster)

501 C-3 Non Profit Organizations, 4-H, FFA, and Fair Association members
in good standing receive 25% off rental price

Down Payment: 50% of the rental cost is due at time of application.

Building Curfew: No one is allowed in the building from 1am to 7am.

Key/Damage Deposit: \$500 key/damage deposit is due 30 days prior to rental. Check will be cashed and a refund of deposit will be issued one week after event pending inspection. Deposit will be refunded to issuer of check. Failure to return keys will forfeit deposit. All damage to fixtures or property will be billed at replacement cost or \$15 per hour for repairs.

Building Cleanup: Must be completed directly following event. Failure to complete clean up by end of rental designated time will forfeit your damage deposit. Optional cleanup package available (see above).

Cancellation Policy: All cancellations must be confirmed 90 days prior to event or Licensee forfeits down payment

Alcohol: All events will have a staffed bar included with their event package (cost of alcohol not included in package). If renter chooses not to use bar service, no alcohol may be served at event. All events will need to purchase all alcohol being served during the event through the Linn County Fair Association. If found serving alcohol not purchased through the Linn County Fair Association, the damage deposit will be forfeited.

Inspections: Linn County Fair Association reserves the right to complete inspections before and during events.

PLEASE INFORM FAIR OFFICE OF ANY DAMAGE PRIOR TO EVENT. DAMAGES UNREPORTED WILL BE THE RESPONSIBILITY OF RENTER.

Proof of Insurance: Licensee shall provide the Linn County Fair Association proof of insurance

Other:

- Maintenance of the water and electrical service shall be the responsibility of the LCFA

- The LCFA shall have the right of utilizing the premises by leasing the same day to any other group so long as the same is not inconsistent with the program of activities that have been approved by the Licensee

- The LCFA is to be held blameless in the event of injury or accident, and/or in the event of a building destruction caused by an act of God while this agreement is in force

- The License is not a continuous License, and any improvements made by the Licensee shall become property of the Linn County Fair Association



☐ I have read the above terms and conditions and agree to all conditions listed on page one and two of this contract.

☐ I have reviewed and agree to all rental guidelines.



Licensee Signature and date

Signature of Insurance Policy Holder and date

RESTATED AGREEMENT

This Restated Agreement (this “Restated Agreement”) is entered into by and between Four Oaks Family and Children’s Services (“Four Oaks”), whose address for the purposes of this Agreement is Anne Gruenewald, CEO and President, Four Oaks Family and Children’s Services, 5400 Kirkwood Boulevard SW, Cedar Rapids, IA 52404, and Linn-Mar Community School District (“LMCSD”), whose address for purposes of this Agreement is 2999 N. Tenth Street, Marion, IA 52302.

RECITALS

WHEREAS, LMCSD contracted with Four Oaks for Four Oaks to provide certain services pursuant to an Agreement dated November 23, 2015, which was amended pursuant to an Addendum dated September 26, 2016, for services detailed therein; and

WHEREAS, LMCSD and Four Oaks have agreed to revise certain of the provisions of the Agreement, as amended by the Addendum; and

WHEREAS, LMCSD and Four Oaks wish to set out the revised terms of the contract between the parties in a written agreement.

AGREEMENT

THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to by the parties, the parties hereby agree as follows:

1. Term. The term of this Restated Agreement commenced on November 17, 2015, and the initial term terminated on June 30, 2016 (the “Initial Term”); however, the term has been renewed and extended annually for one (1) year terms, with the current term ending on June 30, 2019. This Agreement may be further renewed and extended annually thereafter for two (2) additional successive additional terms (each a “Renewal Term”) of one year each upon the mutual written agreement of the parties. A party desiring to terminate the Agreement at the end of the Initial Term or Renewal Term should give notice thereof to the other party not later than January 1 of the calendar year in which the Renewal Term would otherwise commence on July 1.

2. Program Description/Educational Objectives. This program provides educational services to students who reside at the Residential Treatment Center located on Four Oaks’ site at 4000 Highway 151, Marion, Iowa (the “Site”).

3. Responsibilities of Four Oaks.

a. Four Oaks will provide use of two classrooms, one intervention room, and use of the gymnasium at the Site to LMCSD for the program according to the LMCSD pupil school year calendar. In addition, LMCSD will provide Extended School Year Services as determined by the Individualized Education Plan.

b. Four Oaks will provide two (2) Four Oaks Youth Counselors in the school classroom and will supervise the same, such counselors to be paid by LMCSO as noted below.

c. Four Oaks will provide lunches to the program students when the students are at the Site during the regular scheduled lunchtime and follow the National School Lunch Program Rules and Regulations.

d. If students need to return to the Site during the school day due to behavior, health, or other concerns, Four Oaks will pick up the students from the LMCSO campus and transport them to the Site.

e. Four Oaks will obtain and retain adequate property insurance coverage for the Site during the term of this Agreement.

f. Four Oaks may assist with major classroom crises, such as incidents involving multiple students assaulting multiple staff.

g. Four Oaks will be responsible for cleaning the classrooms and intervention room and will invoice LMCSO monthly for the actual third-party cleaning costs of such spaces.

h. Four Oaks will report appropriate data, as required, to LMCSO.

i. Four Oaks will cooperate with LMCSO to provide appropriate staff development.

j. Four Oaks will communicate and cooperate with LMCSO to provide administrative frameworks to resolve conflicts and to nurture and develop high quality programming.

4. Responsibilities of LMCSO.

a. LMCSO will recruit and employ or contract for all necessary associates and teachers for the full calendar year for the instructional and related services for the students, according to the regular employment policies of LMCSO. The associates and teachers are sometimes collectively referred to herein as the "staff". LMCSO will also pay the salaries, taxes and benefits of the two Four Oaks Youth Counselors provided by Four Oaks.

b. LMCSO will provide all necessary and appropriate instructional and related services for the students to receive a free appropriate public education in the least restrictive environment in accordance with the rules of the Iowa Department of Education and in accordance with the students' Individualized Educational Programs.

c. LMCSO will provide all necessary furniture, computers, and other equipment and materials for the program, including internet access.

d. LMCSO will transport students to and from the school Site and to LMCSO schools when students reach a specific level to begin the reintegration process to a public school setting. LMCSO, with input from Four Oaks, will deem when the level is reached and the amount of reintegration a student will receive.

e. LMCSO will report educational data on students served in the program to the Area Education Agency and the Iowa Department of Education, as may be required.

f. LMCSO will provide timely and appropriate professional supervision to assure compliance with applicable Iowa Department of Education rules and standards and to assure quality of curriculum and instruction.

g. LMCSO will provide teaching supplies and curriculum for subjects as appropriate for the students.

h. LMCSO will provide staff development opportunities to educational staff of the program.

- i. LMCSO will be responsible for the teachers' and associates' salaries and benefits.
- j. LMCSO will cooperate with Four Oaks to provide appropriate staff development.
- k.

LMCSO will communicate and cooperate with Four Oaks to provide administrative frameworks to resolve conflicts and to nurture and develop high quality programming.

5. Revocation of Addendum. The Addendum to Agreement dated September 26, 2016, is hereby revoked, so that students who are not residents of Four Oaks shall not be allowed to receive educational services at the Site, and LMCSO shall not be obligated to pay the \$1,000.00 annual payment for use by non-resident students for the remainder of the current term and during any additional Renewal Terms or be responsible for transportation of non-resident students under the Agreement.

6. Insurance. Both parties shall furnish and keep in full force and effect, at all times during the term of this Agreement, workers' compensation insurance covering their respective staff, employees, and agents. Both parties shall also maintain, at all times during the term of this Agreement and at their own cost, policies of general liability insurance for actions arising out of acts and omissions of each respective staff, employees and agents occurring during the course of their employment and automobile liability insurance (owned and non-owned) related to the use of automobiles by employees while on the job. Each such policy shall provide liability coverage of at least \$1 million per person/\$3 million per actionable occurrence. Each such policy shall be on an "occurrence" basis. However, if an "occurrence" policy is not available, the parties shall maintain an equivalent "claims made" policy until the expiration of all statutes of limitation applicable to any claim that could arise under this Agreement by virtue of the acts and omissions of each party or their respective staff. Each party shall be named as an insured on the respective Commercial General Liability policy(ies), Automobile Liability policy(ies), and provide a Waiver of Subrogation on each respective Workers' Compensation policy. All such policies of insurance shall require the insurer to provide notice of impending cancellation to the additional named insureds, in the same manner as it is required to provide such notice to the named insured. Each party shall provide proof of such insurance coverage to the other party upon execution of this Agreement.

7. Indemnification. LMCSO shall indemnify and hold harmless Four Oaks from and against all damages, losses, and expenses (including but not limited to attorneys' fees) arising out of, resulting from or caused in whole or in part by any third party claim pertaining to any negligent act or omission of LMCSO or any of its employees, agents or the staff regarding the program. Four Oaks shall give prompt written notice of any such claim to LMCSO. LMCSO shall have the right to undertake and conduct the defense of any such claim asserted by a third party. No settlement of any such claim asserted by a third party for which Four Oaks seeks indemnification hereunder may be made by Four Oaks without the consent of LMCSO.

Four Oaks shall indemnify and hold harmless LMCSO from and against all damages, losses, and expenses (including but not limited to attorneys' fees) arising out of, resulting from or caused in whole or in part by any third party claim pertaining to any negligent act or omission of Four Oaks or any of its employees, agents or the staff regarding the program. LMCSO shall give

prompt written notice of any such claim to Four Oaks. Four Oaks shall have the right to undertake and conduct the defense of any such claim asserted by a third party. No settlement of any such claim asserted by a third party for which LMCSO seeks indemnification hereunder may be made by LMCSO without the consent of Four Oaks.

8. Notices. Any notice required to be given under this Agreement shall be deemed given if it is in writing and either i) hand delivered, ii) sent by regular, first-class U.S. Mail, or iii) sent by overnight courier to Four Oaks and/or LMCSO, as the case may be, at the addresses specified above, or such other addresses as may be so communicated to the other party.

9. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic or scanned signatures hereon shall be deemed to be original signatures, valid and enforceable for all purposes under this Agreement.


10. Governing Law. This Agreement shall be interpreted under the laws of the State of Iowa without regard to its choice of law provisions.

11. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

[SIGNATURES ON NEXT PAGE]

Dated this ____ day of April 1st, 2019.

FOUR OAKS FAMILY AND CHILDREN'S SERVICES

By: 
Anne Gruenewald, CEO and President

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____
_____, Board of Education President

By: _____
_____, Board of Education Secretary

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with James Ellis, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** Coaching Sessions
2. **GROUP /DEPARTMENT WORKING WITH** Excelsior Orchestra
3. **AMOUNT of PAYMENT:** \$75 per 45 minute session

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 23, 2019 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Accounts Payable, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on March 6, 2019 and shall continue in effect until May 23, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 12th day of March, 2019.

Independent Contractor

By: _____

James M. Ellis

Title: Cello Coach

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with David LaRoche, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** Visiting Author
2. **GROUP /DEPARTMENT WORKING WITH** 7 Elementary Schools
3. **AMOUNT of PAYMENT:** \$4,280 (\$1000 a day, 4 days, plus \$280-mileage)

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on March 29, 2019 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Accounts Payable, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any

other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on March 26, 2019 and shall continue in effect until March 29, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 12th day of March, 2019.

Independent Contractor

By: *Daniel LaRochelle*

Title: author

Linn-Mar Community School District

By: _____

—
Board President

Independent Contractor Agreement **Linn-Mar Community School District**

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Rich Wagor, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** bass coaching
2. **GROUP /DEPARTMENT WORKING WITH** orchestra
3. **AMOUNT of PAYMENT:** \$40/session - total \$240.⁰⁰

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 24, 2019 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
 Attention: Accounts Payable, 2999 N 10th St, Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on March 8, 2019 and shall continue in effect until May 24, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 8 day of March, 2019.

Independent Contractor

By: Richard B. Wagon

Title: Bass Instructor

Linn-Mar Community School District

By: _____

Board President

**Independent Contractor Agreement
Linn-Mar Community School District**

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Julie Wesselink, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES TO BE PERFORMED:** violin/viola coaching
2. **GROUP /DEPARTMENT WORKING WITH** orchestra
3. **AMOUNT of PAYMENT:** \$22/hr

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on May 23, 2019 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Accounts Payable, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on ^{Oct.} ~~Dec.~~ 12, 2018 and shall continue in effect until May 23, 2019, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 14 day of March, 20 19.

Independent Contractor

By: *John C. Wendel*

Title: _____

Linn-Mar Community School District

By: _____

Board President

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
BEMIDJI STATE UNIVERSITY**

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Bemidji State University, Professional Education Department, 1500 Birchmont Drive NE, #35, Bemidji, Minnesota 56601** ("the College/University") and **Linn-Mar Community School District, 2999 N. 10th Street, Marion, IA 52302** ("the Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Professional Education Program (the "Program") for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility, which includes determining the supervision/honorarium model, that will support the student's occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student or any site supervisor at the Facility, as needed.
- c. discuss with the Facility any problems or concerns arising from the student's participation.
- d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
- e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
- f. assist in the evaluation of the student's performance in the training experience.

2. **The Facility agrees to:**

- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
- d. sign the weekly work report to verify the student's attendance.
- e. complete, on behalf of the student, the agreed-upon forms necessary to the submission of a Minnesota State professional teacher licensing application.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from **March 1, 2019** or when fully executed, and shall remain in effect until **February 28, 2024**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. **Traditional Cooperating Teacher Honorarium:** In consideration of the above, the University will pay an honorarium not to exceed \$225 for each full time student teacher. Honorariums for placements less than 16 weeks will be prorated. This honorarium will be paid to the Facility OR to the cooperating teacher, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another

arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- b. **Embedded Cooperating Teacher and Mentor Coach Honorariums:** In consideration of the Facility responsibilities and the capacity and agreement of the Facility to provide an on-site mentor-coach or allow student teacher supervision to be conducted by University-contracted State of Minnesota Regional Service Cooperative employees, the University will pay an honorarium in accordance with the breakdown set forth below:

Total weeks of supervision provided per individual student teacher.	Honorarium paid to Embedded Mentor-Coach Employed by Facility	Honorarium paid to Embedded Cooperating Teacher Employed by Facility
16 Weeks	\$ 570	\$ 380
12 Weeks	\$ 382	\$ 255
8 Weeks	\$ 285	\$ 190
4 Weeks	\$ 187	\$ 125

This honorarium will be paid to the Facility OR to the cooperating teacher and mentor coach, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- c. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS

NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

The rest of this page intentionally left blank. Signature page to follow.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

Linn-Mar Community School District

**Minnesota State Colleges and Universities
BEMIDJI STATE UNIVERSITY**

Name: _____

Authorized Facility Representative

Title: _____

Date: _____

By: Dr. Jim Barta

Title: Dean, College of Arts, Education, & Humanities

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College/University signature)

Title: Dr. G. Anthony Pepper, Provost & Vice President for
Academic & Student Affairs

or

Dr. Randy Westhoff, Associate vice President for Academic
Affairs (Interim)

Date: _____

Routing Instructions

Facility/School District Responsibility

1. _____ Obtain facility/school district authorized signature.
2. _____ Return document to
*Clinical Office, Professional Education
Bemidji State University
1500 Birchmont Drive NE #35
Bemidji, MN 56601*

Bemidji State University Responsibility

3. _____ Obtain signature from Dean, College of Education, Arts, and Humanities (#27).
4. _____ Obtain signature from Office of Academic Affairs (#3).
5. _____ Return document to Clinical Office Professional Education (#35).
6. _____ Clinical Office will send fully signed agreement to facility/school district.

EXAMPLE OF STUDENT DOCUMENT

ATTACHMENT A STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: _____
Name of College/University Program ("the Program"): _____
Type of Training Experience/Internship: _____
Dates of Training/Internship: _____
Student's Name: _____ Phone #: _____
Average number of hours to be worked by the Student each week: _____
Facility Name and Address: _____
Location Where Training will Occur (if different from Facility's Address above):

Facility Representative's Name: _____ Phone #: _____

Activities/Job tasks and skills the Student will learn:

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and

4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.



1330 Elmhurst Drive NE
Cedar Rapids, Iowa 52402-4797
319-363-8213 | 800-248-4504

www.mtmercy.edu

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING OR FIELD EXPERIENCE PROGRAM

This agreement entered into by and between MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, and LINN-MAR COMMUNITY SCHOOL DISTRICT defines the mutual consideration of the parties for the MOUNT MERCY UNIVERSITY Student Teaching or Field Experience program for the **2019-2020** school year.

1.0 Scope of Agreement

- 1.1 This agreement shall set forth the procedures for possible placement of students for student teaching or field experience, any termination or change of assignment, supervision, the status and authority of students.

2.0 Placement of Student Teaching or Field Experience Students

- 2.1 The placement of students shall be accomplished on a cooperative basis involving MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA and LINN-MAR COMMUNITY SCHOOL DISTRICT.
- 2.2 Placement shall be initiated by the Chairperson, Department of Education, through application from each student, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 The university reserves the right to decline the services of any given cooperating teacher.
- 2.4 LINN-MAR COMMUNITY SCHOOL DISTRICT reserves the right to refuse placement of any given student.

3.0 Termination or Change of Assignment

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of the Student

- 4.1 Members of the university faculty will serve as supervisors of the students for the student teaching or field experience program, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student shall be subject to the rules and regulations of the cooperating school system and to those established by the Chairperson, Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Students

5.1 Students shall have status and authority in accordance with Section 272.27, Code of Iowa.

5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 670.8, Code of Iowa, as is afforded by said section to officers and employees of the LINN-MAR COMMUNITY SCHOOL DISTRICT, during the time they are so assigned.

6.0 Standard Student Teaching or Field Experience Assignment to the LINN-MAR COMMUNITY SCHOOL DISTRICT.

6.1 The **standard student teaching assignment** shall be eight weeks of consecutive full days, excepting trimester registration week in the high school. Students may be assigned for one or two eight-week blocks of full day student teaching upon mutual agreement of the university and LINN-MAR COMMUNITY SCHOOL DISTRICT.

6.2 The **standard field experience assignment** shall be for approximately eleven weeks (20-70 hours). Students will arrange hours with their cooperating teacher.

6.3 MOUNT MERCY UNIVERSITY, CEDAR RAPIDS, IOWA, agrees to compensate the cooperating teacher(s) from LINN-MAR COMMUNITY SCHOOL DISTRICT in the amount of \$165 for the **standard student teaching assignment** of eight weeks of consecutive full days. **This applies to student teaching assignments only, not field experience assignments.**

6.4 Payment will be made at the termination of the student teaching period.

EXECUTED

MOUNT MERCY UNIVERSITY



Associate Provost



Chairperson, Department of Education

3/6/19

Date

LINN-MAR COMMUNITY SCHOOL
DISTRICT

Superintendent

President, Board of Education

Date

LICENSE AGREEMENT
NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

1. Definitions

- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensors a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensors and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensors' prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Heat 4th Gr Boys' BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach - Basketball
(Example: Head Coach)

Contact's Printed Name: David Farber

Contact's Signature: David Farber Date Signed: 03-30-19

How to Reach Contact: Phone: 319-540-1267
 Email: dfarber15@gmail.com
 Full Address: 290 Eastview Ave
Marion, IA 52302

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: JT Anderson, Chief Financial/Operating Officer
 Email: jtanderson@Linnmar.k12.ia.us
 Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.


Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Youth Baseball
 (Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: President
 (Example: Head Coach)

Contact's Printed Name: Jack Schultz

Contact's Signature:  Date Signed: 3-9-19

How to Reach Contact: Phone: 319-321-2909

Email: 2lectschultz

Full Address: 3470 Jengul Lane
Marion, IA

Licensor:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302
 District Contact: JT Anderson, Chief Financial/Operating Officer
 Email: jtanderson@Linnmar.k12.ia.us
 Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT NON-COMMERCIAL

Prohibited Items. License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.

LICENSE AGREEMENT COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

1. Definitions

- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensors a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensors and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensors' prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Please print (except for your signature) and provide all the information requested.

Licensee: (Commercial)

Full Name of Team/Entity: M H ADVERTISING
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: OWNER
(Example: Head Coach)

Contact's Printed Name: MICHAEL A HATCHER

Contact's Signature: [Signature] Date Signed: 4-2-19

How to Reach Contact: Phone: 319 533 3811

Email: RHATCHER@EMONMAIL.COM

Full Address: 1801 WILLIAMS BLVD SW

CEDAR RAPIDS IA 52404

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Commercial

Royalty Rate: 8%

Licensed Markets: Everything not prohibited by the Code of Conduct

Customers: Everyone

Term: 1 year

Reporting Period: Quarterly

CODE OF CONDUCT COMMERCIAL

Prohibited Items. License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Worker Rights. Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulations governing the workplace and Licensees conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.