



AgVantage FS, a division of GROWMARK, Inc.
 1600 8th St. SW, PO Box 828, Waverly, IA 50677
 Phone: (800) 346-0058, Website: agvantagefs.com

Propane Heating Firm Price Contract

Date: June 22, 2022

Contract Number: A22-0122

Buyer:
 LINN MAR COMM SCHOOL
 2999 N 10TH ST

 MARION, IA 52302

Previous LP Usage:
 20-21 Season: 26943 gallons
 21-22 Season 34554 gallons

Customer Number: 504840

Customer Phone Number: _____

Customer E-mail Address: _____

CONTRACT OFFER IS VOID IF NOT SIGNED AND POST MARKED BY: July 10, 2022

Buyer agrees to purchase **55000** gallons of **Propane** for delivery from AgVantage FS (Seller) from **July 1, 2022 through June 30, 2023**.
Summer fill gallons are not included in this contract.

Gallons For Use as: Home Heat - Agriculture - 55000 Commercial

Buyer Chooses (check one): Option #1 – 100 % Prepay Option #2 – Down-Payment

Option #1 – 100% Prepay

Price per gallon =
Gallons x price =
Tax =
Total Prepayment =
Check # Received: _____
Check Amount _____

OR

Option #2 – Down-Payment

Price per gallon =	\$1.85
Down-Payment per gallon =	\$0.00
Billing price per gallon =	\$1.85
Gallons x amount down =	\$0.00
Tax =	\$0.00
Total Down-Payment =	\$0.00
Check # Received _____	
Check Amount _____	
Invoice No. _____	

** Down payment is part of the price, not in addition to the price.
 * Down payments are non-refundable.*

Terms and Conditions (please see reverse side of contract for additional terms):

1. Buyer agrees to be on a delivery route as long as account remains in good standing.
2. All product(s) under this contract shall be delivered to Buyer's storage only for Buyer's account.
3. Seller's posted product price at time of delivery will not change the price of this contract.
4. The final price invoiced to Buyer will be subject to all applicable taxes (Iowa's home-heat tax is 1%).
5. Account must be kept current or this contract may be voided at Seller's discretion.

Seller: AgVantage FS

Buyer:

 Matt Locke

 Customer Signature Date

Company Use Only
Heating LP Item #070013
 Received By: _____
 Date Received: _____
 Booking Entered By: _____
 Date Entered: _____

AgVantage FS, a division of GROWMARK, Inc.
Fuel Contract Terms and Conditions

Delivery of Products and Services. Pursuant to the Fuel Contract ("Contract"), AgVantage FS ("Seller") shall provide the products and services described in the Contract ("Deliverables") to the buyer identified in the Contract ("Buyer"). Products shall be provided in quantities and at times requested by Buyer, to the extent reasonably practicable for Seller.

Term. The term of the Contract shall be the period during which the Deliverables are to be provided under the Contract (the "Term"), and no obligation of the Seller shall extend beyond the expiration of the Term or the earlier termination of the Contract. Seller shall have the right to terminate this Contract without further obligation hereunder in the event of any change in applicable law, relevant markets, product availability, or the business of Seller, to the extent that such changes adversely affect Seller's ability to perform the Contract.

Price. The price for the Deliverables shall be fixed as set forth in the Contract. Payment thereof shall be due upon provision of the Deliverables, or, if permitted by the Seller, within thirty (30) days following the date the Deliverables were provided, unless otherwise specified in writing by the Seller. Buyer shall have no right of offset or other right to withhold payment. If provision of the Deliverables is prevented by any action or omission by Buyer, Buyer shall be responsible for the entire amount owed hereunder, regardless of whether full performance of the Contract has occurred.

Taxes. The Buyer shall be responsible for all taxes incurred or otherwise relating to the Deliverables, except for taxes based on Seller's income.

Compliance with Law. The Buyer shall comply with all applicable laws, including without limitation, all environmental laws and regulations.

Default. Any failure by Buyer to comply with its obligations hereunder shall constitute a breach hereunder by Buyer, and Seller shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed, and immediate termination this Contract without further obligation hereunder. In addition, Seller shall retain the right to pursue all rights and remedies available at law or in equity and to receive from Buyer all costs of enforcement of this Contract, including all attorneys' fees and court costs. All rights and remedies of Seller shall be cumulative.

Indemnification. Buyer shall indemnify, save, defend and hold Seller, Seller's affiliates and members, and their directors, officers, employees, agents, representatives, successors and assigns harmless from and against all claims and liabilities resulting from the performance of this Contract by Seller, the performance or breach of this Contract by Buyer or any entity or individual on behalf of Buyer, or otherwise related to this Contract.

LIMITATION OF LIABILITY. THE DELIVERABLES ARE PROVIDED AS IS, WITHOUT ANY WARRANTY OF ANY KIND, AND SELLER HEREBY DISCLAIMS ALL WARRANTIES RELATED TO THE DELIVERABLES AND THE PERFORMANCE OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, FOR ANY LOST PROFITS OR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST SELLER SHALL BE, AT SELLER'S OPTION, REPLACEMENT OF THE DELIVERABLES OR RETURN OF FUNDS PAID FOR DELIVERABLES, AND IN NO EVENT SHALL BUYER'S DAMAGES EXCEED THE AMOUNT PAID FOR DELIVERABLES PROVIDED TO BUYER IN THE PRIOR TWELVE (12) MONTH PERIOD.

Force Majeure. The Seller shall be released from any liability for failure to perform any obligation set forth in the Contract to the extent that such failure is caused by acts of God, governmental action, war, acts of public enemies, strikes, lockouts, or other disturbances, riots, explosions, fire, floods, destruction from any involuntary cause of any facility of Seller, production capacity limitations or product availability constraints, market, transportation or other disruptions, or any cause of any kind reasonably beyond the control of Seller. In such event, Seller shall remain free to delay, reduce or terminate performance of the Contract and provision of the Deliverables, and Seller may allocate Deliverables among customers of Seller as Seller determines to be necessary or desirable.

Insurance. Buyer shall at all times maintain insurance for commercial general liability, workers' compensation, employers' liability, and business automobile liability with endorsements for hazardous materials, trucking activities and similar risks, in amounts reasonably appropriate for Buyer's business activities and the risks and obligations of Buyer under the Contract.

Miscellaneous. During the term of the Contract, Buyer shall be and shall represent itself as an independent contractor and not an employee of Seller, nothing in the Contract shall be deemed to constitute or create a partnership or joint venture, and the rights and obligations of the parties shall be limited to those expressly set forth herein. The Contract and these Terms and Conditions constitute the entire understanding of the parties with regard to the subject matter hereof, shall not be amended except in a written instrument duly signed by both parties hereto, and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. All obligations of Buyer shall survive any expiration or termination of the Contract. The Contract and these Terms and Conditions shall be deemed to be the language of both parties to the Contract, and no rule of strict construction shall be applied. If any term is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of any other term and such invalid term shall be deemed to be severed from the Contract. No waiver of any default shall be deemed as a waiver of prior or subsequent default of any term hereof. The Contract shall be governed in accordance with the laws of the State of Iowa without regard to conflict of law principles. Any action arising hereunder shall be brought only in the federal and state courts located in Iowa, and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any protest based on jurisdiction or venue. Any notice required to be given hereunder shall be deemed given when in writing and personally delivered to, or three (3) days after being mailed by certified mail, return receipt requested and postage prepaid, or sent by overnight courier to, the other party at the addresses set forth in the Contract (which may be changed by written notice at any time). Buyer shall have no right to assign or otherwise transfer the Contract, in whole or in part, without the express prior written consent of Seller. This Contract may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT, entered into this 1st day of August, 2022, by and between **Culver's Corridor Storage, LLC** ("Landlord", LL) whose address for the purpose of this lease is 2310 Timber Creek Dr, Marion, IA 52302 and **Linn-Mar Community School District** ("Tenant") whose address for the purpose of this lease is 3111 10th St. Marion, IA 52302.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlords, in consideration of rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlords, according to the terms of this lease, the following described "premises", situated in Linn County, Iowa:

**326 44th St. Suites 300 and 400 Marion IA, 52302
3,000 Sq. Ft. of a 12,000 Sq. Ft. Building**

Term: One (1) year, commencing the first day of the lease term, which shall be on **August 1st, 2022** and ending at midnight on the last day of the lease term, which shall be on **July 31st, 2023** upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Renewal Option: One (1) Year Renewal Option at \$2,375.00 Per Month.

2. **RENTAL.** Tenant agrees to pay to Landlords as rental as follows:

Years 1 Monthly Break Down:

- a. \$9.50 Per Sq. Ft. X 3,000 Sq. Ft. GROSS: The stated lease rate is a GROSS lease rate; however, the breakdown is as follows; Base Rent: \$5.70 Per Sq. Ft.; CAM (\$1.50 Per Sq. Ft.) & Property Tax (\$2.30 Per Sq. Ft.)
- b. Monthly payments of **\$2,375.00** (\$9.50 X 3,000 Sq. Ft. / 12 Months) will be owed by Tenant until completion of this Lease. All checks shall be made payable to **Culver's Corridor Storage, LLC** and mailed to **2310 Timber Creek Dr. Marion, IA 52302.**
- c. All utilities are to be placed in the Tenant's name and paid by the Tenant.

Any and all rent payments received by Landlords after the 5th day of each month shall be deemed delinquent and Tenant agrees to pay a delinquent charge for each rental payment delinquent as stated below.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing.

Delinquent rental payments shall draw interest at 10% per annum from the 6th day of the month of delinquency until date paid.

3. **POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlords at the end of the lease term, except as herein otherwise expressly provided. Should the Landlords be unable to give possession on said date, Tenant's only damages shall be a new Lease Commencement Date upon possession and a new Termination Date that reflects a 12 month Lease.

a. **Early Access** - immediate possession on commencement of Lease.

4. **USE OF PREMISES:** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises as storage.

5. **QUIET ENJOYMENT.** Landlords covenant that their estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlords shall have the right to mortgage all of their right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE:**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the premises in its present condition.

REPAIRS AND MAINTENANCE

- A. Landlords shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.
- B. Repair and maintenance of the Tenant’s interior space shall be maintained by Tenant.
- C. Maintenance of Common Areas and Grounds:

Tenant agrees that Landlord will perform, during the term of this Lease, maintenance of the common areas including, but not limited to, snow removal, lawn care, landscaping maintenance, property care and management etc. This work shall be performed as necessary during the term of this lease agreement.
- D. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.
- E. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and a serviceable condition.

Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

- F. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
1. Heating equipment	Landlord	Landlord
2. Lighting fixtures	Landlord	Tenant

Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlords’ prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and

fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. Tenant to maintain equipment installed by Tenant.

- G. Landlords shall provide and pay for the following items of interior decorating:

N/A

Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlords.

AMERICANS WITH DISABILITIES ACT

- H. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality rules/ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by the parties as follows:

Common areas	Landlords – 100%
Tenants area:	Tenant – 100%
Initial compliance	Landlord – 100%

- 7. **UTILITIES AND SERVICES:** Heat must stay on in the cold months to ensure no freezing of the fire sprinkler system and domestic water lines. Utilities and services shall be furnished and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>
A. Electricity	Tenant	Tenant– 100%
B. Gas	Tenant	Tenant – 100%
C. Water & Sewer	Tenant	Tenant – 100%

D.	Garbage/Trash	Tenant	Tenant – 100%
E.	Janitor/Cleaning	Tenant	Tenant – 100%
F.	Common areas	Landlord	Landlord-100%
G.	Other	Tenant	Tenant – 100%

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

- (a) **TERMINATION:** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
- (b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- (c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlords (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of the lease. The month to month rental shall be 150% of the rent at the time of the Lease expiration.
- (d) **REMOVAL OF FURNITURE AND EQUIPMENT.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any furniture and equipment which Tenant has installed in the premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, without the Landlords' written permission shall, at the option of the Landlords, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES:**

- A. All installments of real estate taxes that would become delinquent if not paid during the term of this lease, shall be paid by the parties in the following proportions:

Landlord 100 % Tenant 0%

- B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by the tax due date shall be paid as follows:

Landlord 100% Tenant 0%

- C. PERSONAL PROPERTY TAXES: Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by the lawful authority against its personal property on the premises during the term of this lease.

- D. SPECIAL ASSESSMENTS: Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord – 100% Tenant – 0%

- E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

- A. PROPERTY INSURANCE: Landlords shall secure insurance for the “structural parts of the building”. Tenant agrees to insure its respective business inventory, contents and personal property etc. The insurance acquired by the parties shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

- B. LIABILITY INSURANCE: Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlords as

additional insureds and Tenant agrees to provide the appropriate written documentation, e.g. certificate of insurance, to verify that Landlords are additional insureds of the policy prior to the first day of possession of the premises by Tenant.

- C. CERTIFICATES OF INSURANCE: Prior to the time the lease takes effect the Tenant shall provide the Landlords with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlords. A renewal certificate shall be provided prior to expiration of the current policies.
- D. ACTS BY TENANT: Tenant will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by the party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY:** Except as provided in paragraph 20(A)(5) and except as provided below, Tenant will protect, defend and indemnify Landlords from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, including, but not limited to the negligent acts or omissions by Tenant, Tenant's agents, representatives or employees or any person claiming through or under Tenant.

Landlords will protect, defend and indemnify Tenant from and against all loss, costs, damage and expenses, including, but not limited to, costs of litigation and attorney fees occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property that is due to Landlords' negligence, Landlords' failure to replace and repair the structural parts of the building or Landlords' failure to otherwise perform their obligations required under this lease or under any applicable laws, ordinances or regulations.

14. **FIRE AND CASUALTY:**

- (a) PARTIAL DESTRUCTION OF PREMISES: In the event of partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is

repairable within 90 days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlords shall repair such damages within 90 days of its occurrences unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlords reasonable control.

(b) ZONING: Should the zoning ordinance of the municipality in which this located make it impossible for the Landlords to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) TOTAL DESTRUCTION OF BUSINESS USE: In the event of a destruction or damage of the leased premises including the parking area (if parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 90 days this lease may be terminated at the option of either the Landlords or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from further obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlords at their option, may rebuild or not, at their discretion.

15. **CONDEMNATION:**

(a) DISPOSITION OF AWARDS: Should the whole or any part of the premises be condemned or taken for a public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION: If the whole of the demised premises shall be condemned or taken, the Landlords shall not be liable to the Tenant except and as its rights are preserved in paragraph 14(a) above.

16. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

- 1) Failure to pay rent when due.
- 2) Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
- 3) Abandonment of the premises.

“Abandonment” means the Tenant has failed to engage in its usual and customary business activities on the premises for more than thirty (30) consecutive business days. In no event will it be abandonment if the Tenant is current in rent due.

- 4) Institution of voluntary bankruptcy proceedings in which the Court Orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlords shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlords. Landlords shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlords may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlords may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlords shall be entitled to prove claim for and obtain judgment against Tenant for the balances of the rent agreed to be paid for the term herein provided, plus all expenses of Landlords in regaining possession of the premises and the reletting thereof,

including attorney's fees and court costs, crediting against such claim, however, less any amount obtained by reason of such reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlords may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.**

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from date of advance.

18. **SIGNS.**

(a) At Tenant's cost, Tenant shall have the right and privilege of attaching, or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality in which the property is located and the laws of the State of Iowa; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and, (4) such sign shall be subject to the written approval of the Landlords, which approval shall not be unreasonably withheld.

(b) Landlords during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlords,

the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **ENVIRONMENTAL.**

A. Landlords: To the best of Landlords' knowledge to date:

- 1) Neither Landlords or Landlords' former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- 2) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
- 3) No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
- 4) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
- 5) Landlords shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of the actions of the Tenant.

B. Tenant: Tenant expressly represents and agrees:

- 1) During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlords. Tenant understands and agrees that Landlords' consent is at Landlords' sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlords deem necessary and appropriate under the circumstances.
- 2) During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate

notice to Landlords of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

- 3) Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlords, who is or may be liable for any such cost and expense.
- 4) Tenant agrees to indemnify and hold Landlords harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this Lease and during any term of this Lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution in value of any leased Premises which may result from the foregoing.

21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.**

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or Conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **ADDITIONAL TERMS.**

A. Tenant Improvements: to be paid by Tenant

27. **SECURITY DEPOSIT. \$3,000.00**

28. **PARKING.** Shared Parking

LANDLORD:
CULVER'S CORRIDOR STORAGE, LLC

By: Todd Culver

Title: Mgr.

TENANT:
Linn-Mar Community School District

By:

Title:

2022-23 Letter of Understanding
Between
Grant Wood Area Education Agency and Linn Mar Community School
VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through email, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2023 for the 2022-23 program

Linn Mar Community School will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2022-23
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately **\$142.92*** per K-5 unit on or about May 1, 2023
- provide annual payment of approximately **\$506.22*** per 6-8 unit to GWAEA on or about May 1, 2023
(*Note: This fee represents a 2% increase.)

Please complete:

- Our district will participate in the elementary program
- Our district will participate in the middle school program

Britannia Morey School Board President Linn Mar Community School	Jessica Kremer VAST Center Consultant Grant Wood AEA
------------------------------------------------------------------------	------------------------------------------------------------

*Please return to Jessica Kremer, Grant Wood AEA,
By August 1st, 2022*



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')
 201 Daktronics Drive
 Brookings, SD 57006
 Phone: (800) 325-8766
Daktronics Contact: Trevor Doyle

For Internal Use Only

Bill to Loc #: _____

Bill to Contact: _____

Check #: _____

Purchaser: Linn-Mar Community School District
Address: 2999 10th St
City, State, Zip : Marion, IA 52302-5478
Country: United States
Phone: (319) 892-4800
Contact: Bobby Kelley **Email:** bkelley@linnmar.k12.ia.us

Customer ID: 128625-002

Purchaser hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement

Commencement Date: 28 October 2022

Expiration Date: 27 October 20__

Order No.: E187734-6	Original Job No.: S187734
Description of Services Provided	Price & Payment Terms
See Attachment A	See Attachment B

EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
Linn-Mar Aquatic Center 3457 10th St, Marion, IA 52302-5957				
	S187734	+DVNMC-601-192X416-10-RGBSF Indoor Message Center	1	128625-003
	S187734	+Omnisport 2000 Control Console	1	128625-003
	S187734	+RC-100 Control Console	8	128625-003
	S187734	+SW-3004 Swimming Scoreboard	2	128625-003

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.

3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

+The indicated equipment will be covered under this Agreement, E187734-6, for one (1) additional year from the current commencement date of 28 October 2022, after which, the indicated equipment may no longer be supported by Daktronics under a service agreement. Service will be billable on a time and materials basis.

ATTACHMENT A

GOLD® Services

Scope of Services

Services Included

1. Daktronics parts coverage which includes:
 - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
 - 1.2. Repair or replacement of failed electronic parts or assemblies.
 - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
2. Technical support via telephone during business hours as defined below.
3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Business Hours:

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
4. Purchaser is responsible for providing lift access to the display.
5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 5.2. Purchaser is responsible for routine maintenance functions.
 - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Gold® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

ATTACHMENT B

Payment Schedule

Unless otherwise agreed below, payment for the Service Agreement must be paid in full on the Commencement Date.
Please initial your selection:

_____ **Option 1: GOLD® Services: \$1,265.00**

Commencement Date: 28 October 2022

Expiration Date: 27 October 2023

_____ **Option 2: GOLD® Services: \$3,600.00**

Commencement Date: 28 October 2022

Expiration Date: 27 October 2025

Option 3: GOLD® Services: \$3,720.00
Payable according to the following schedule:
 \$1,240.00 due before commencement
 \$1,240.00 due 28 October 2023
 \$1,240.00 due 28 October 2024

Commencement Date: 28 October 2022

Expiration Date: 27 October 2025

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Site Address:

Company: _____
Address: _____
City, State, Zip: _____
Country: _____
Phone: _____
Contact: _____
Email: _____

Company: _____
Address: _____
City, State, Zip: _____
Country: _____

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: Linn-Mar Community School District

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

1. **Scope of Extended Service Agreement.** The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. **Commencement Date.** The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. **Conditions Precedent.** Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. **Payment.** Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. **Spare Parts Package.** In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. **Replacement Parts.** Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. **Limitations of Coverage.** This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to [Daktronics Terms and Conditions of Wireless Service](https://www.daktronics.com/TermsConditions/DD3956286) available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. **Actions that Void the Service Agreement.** Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. **Service Providers.** Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. **Access to the Equipment.** The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
12. **Adverse Conditions.** In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
13. **Cooperation.** Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

14. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.

PARTNERSHIP AGREEMENT

PARTIES

NextGrad at 922 S 500 W, Salt Lake City, UT 84102 (Sponsor)

Linn- Mar High School 3111 N. 10th Street, Marion, IA 52302 (High School)

AGREEMENT

The High School grants NextGrad the rights to place its digital displays on the high school's property as defined herein below; and whereas NextGrad desires to identify itself with the high school as described in this agreement.

Now, therefore in consideration of their respective promises and undertakings set forth herein, the parties, intended to be legally bound, agree to the following:

TERM

The term of this agreement shall begin on June 8, 2022 and end on May 31, 2024.

OWNERSHIP

The high school acknowledges and agrees that NextGrad is the sole and exclusive owner of all screens placed on the high school's property, and that all rights relating thereto are expressly reserved to NextGrad.

MARKETING REVIEW

NextGrad shall not publish any marketing or promotional materials without the expressed written consent of the high school. NextGrad shall seek such consent according to the following review procedures:

- A. NextGrad shall prepare samples of all such marketing materials or advertisements and submit them to the appointed high school contact, who shall review them for compliance with this agreement and consistency with the high school's policies relating to acceptable content.
- B. Notwithstanding anything herein, the high school may decide in its sole discretion that the advertising is approved, disapproved, or approved with conditions.

- C. NextGrad shall only publish or otherwise utilize advertising that is approved (or that is approved with conditions, provided that NextGrad adheres to the conditions).

OBLIGATIONS OF EACH PARTY

NextGrad will provide the following:

- A. (1) Digital kiosk in Linn-Mar High School
- B. Grant funding of \$500 paid annually to the high school during the 2022-2024 academic years, totaling \$1,000 by the contract's end date. These funds will be paid on or before June 1 of each academic year, starting in June of 2023.
- C. Installation, removal, and maintenance of kiosk based on the start and end date in the contract.

High School will agree to and provide the following:

- A. Placement of NextGrad Kiosk near an outlet in high traffic area in high school.
- B. Approval for all educational content that will be placed on each kiosk.
- C. Grant permission to NextGrad to connect the kiosk to the High School's WIFI and grant NextGrad permission to the remote-access software RemotePC.com
- D. Allocate NextGrad Grant funding to improve college access for student(s) in participating school in one or more of the following approved activities.
 1. Award a NextGrad Scholarship to a senior who will be first-generation college student and plans to attend a technical or community college and/ or university upon high school graduation; or
 2. Give college application fee waivers for disadvantages students; and/or
 3. Use for costs associated with the school's participation in College Application Week/Month and /or FAFSA completion activities.
- E. Report to NextGrad on grant funding recipients and/ or activities for potential use in marketing, partnerships and fiscal reporting.

TERMINATION

This Agreement shall automatically expire after the term set forth in paragraph one above, unless this agreement is terminated as set forth herein.

- A. The high school may terminate this agreement at any time if, in the high school's discretion, the high school determines that NextGrad no longer meets the high school's standards or otherwise engages in activities that could be deemed offensive to the public and thus cast the high school in a negative light.
- B. Upon the expiration or termination of this agreement, NextGrad shall retrieve all belongings and all rights granted to NextGrad shall automatically revert to the high school.

Executed as an Agreement

Executed by
NextGrad

Melissa Miller Kincart

Name

Director of High School Partnerships

Title

June 8, 2022

Date

Executed by
Linn-Mar High School

Name

Title

Date

Additional Contacts Needed

Lead School Counselor

Name

Email

Phone

School/District IT Director

Name

Email

Phone



Edpuzzle lets your teachers turn videos into engaging learning experiences for students across all grades and subjects.

With **new and enhanced** features designed to support today's classroom, Edpuzzle continues to be the go-to video solution for educators. We look forward to what your teachers will be able to accomplish with your Edpuzzle Pro subscription.

Act now to ensure unlimited access to:

- **The Network Channel:** Allow your Curriculum Coordinator to share vetted videos and your teachers to collaborate on lessons.
- **Edpuzzle Originals:** Access a library of 1200+ ready-to-go, standards-aligned video lessons created by our team of expert teachers.
- **Screen Recording:** Create tailor-made lessons for your students from the comfort of your computer.
- **Student Projects:** Let students participate in showing what they know by creating their own video lessons with embedded questions.
- **Live Mode:** Enable teachers to project video lessons in the classroom that encourage discussion while students answer in real time on their own devices.
- **Audio Responses:** Give students the flexibility of recording their answers to thought-provoking questions.
- **Professional Development:** Improve your efficacy and student outcomes.

As always we are here to support you. **Your quote for Edpuzzle Pro is following on the next page.** Please contact us if you have any questions about it.



PO BOX 446
 SAN FRANCISCO, CA 94104-0446
 UNITED STATES

Bill To Name	LINN-MAR COMMUNITY SCHOOL DISTRICT	Quote Number	00043165
Bill To	2999 NORTH 10TH ST	Quote Created	6/9/2022
	MARION, IA 52302	Quote Expires	7/31/2022
	US	Prepared By	Ryann Shaffer
		Email	ryann@edpuzzle.com

Product	Period	Product Description	Line Item Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle for all the teachers in the school.	Boulder Peak, Hazel Point, Oak Ridge	\$1,950.00	3.00	\$5,850.00
Pro School	1 year	Unlimited access to Edpuzzle for all the teachers in the school.	Linn-Mar High	\$2,850.00	1.00	\$2,850.00
Pro School	1 year	Unlimited access to Edpuzzle for all the teachers in the school.	Excelsior	\$2,450.00	1.00	\$2,450.00

Subtotal	\$11,150.00
Grand Total	\$11,150.00

FAQ's

Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

LeaderinMe®

Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey") and the following organization ("District"):

Organization:	Linn-Mar Community School District	Contact Person:	Brittania Morey
Address:	2299 10th St	Telephone:	319-447-3000
City, State, Zip:	Marion, IA 52302	Email:	brittania.morey@linnmar.k12.ia.us

WHEREAS, FranklinCovey offers to schools a unique educational solution entitled "The Leader in Me®" ("TLIM"), which helps schools establish a culture of character and leadership with its teachers and students.

WHEREAS, District wishes for the schools identified in the table below (collectively, the "Schools") to receive the TLIM training, coaching, materials, and applicable licenses described herein (collectively, the "Services") to be included in FranklinCovey's The Leader in Me® network of schools.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

Details of Services and Materials

Year 1	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership and Coaching							
District Membership	6/24/2022	6/23/2023	6/24/2022	District	\$8,500.00	1	\$8,500.00
District Certification & Development	6/24/2022	6/23/2023	6/24/2022	District	\$10,500.00	1	\$10,500.00
Boulder Peak Intermediate Membership	6/24/2022	6/23/2023	6/24/2022	Sponsor	\$5,100.00	1	\$5,100.00
Core 1: 7 Habits Signature / Core 1 (Full Staff)							
7 Habits Signature Hardcover Guide			8/5/2022	Sponsor	\$70.00	91	\$6,370.00
Core 1 Participant Guide			8/5/2022	Sponsor	\$30.00	49	\$1,470.00
Lighthouse Team Resource Guide			8/5/2022	Sponsor	\$31.43	10	\$314.26
Shipping Estimate*			8/5/2022	Sponsor	\$130.08	1	\$450.90
Core 1 Participant Guide			8/5/2022	District	\$30.00	6	\$180.00
Shipping Estimate*			8/5/2022	District	\$130.08	1	\$31.80
						District Investment	\$19,211.80
						Sponsor Investment	\$13,705.16

Year 2	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership and Coaching							
District Membership	6/24/2023	6/23/2024	6/24/2023	District	\$8,500.00	1	\$8,500.00
District Certification & Development	6/24/2023	6/23/2024	6/24/2023	District	\$10,500.00	1	\$10,500.00
Boulder Peak Intermediate Membership	6/24/2023	6/23/2024	6/24/2023	Sponsor	\$5,100.00	1	\$5,100.00
Core 2 (Full Staff)							
Core 2 Participant Guide			6/24/2023	Sponsor	\$30.00	55	\$1,650.00
Shipping Estimate*			6/24/2023	Sponsor	\$164.76	1	\$147.42
						District Investment	\$19,000.00
						Sponsor Investment	\$6,897.42

Year 3	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership and Coaching							
District Membership	6/24/2024	6/23/2025	6/24/2024	District	\$8,500.00	1	\$8,500.00
District Certification & Development	6/24/2024	6/23/2025	6/24/2024	District	\$10,500.00	1	\$10,500.00
Boulder Peak Intermediate Membership	6/24/2024	6/23/2025	6/24/2024	Sponsor	\$5,100.00	1	\$5,100.00
Core 3 (Full Staff)							
Core 3 Participant Guide			6/24/2024	Sponsor	\$30.00	55	\$1,650.00
Shipping Estimate*			6/24/2024	Sponsor	\$164.76	1	\$147.42
District Investment						\$19,000.00	
Sponsor Investment						\$6,897.42	

Total District Investment						\$57,211.80	
Total Sponsor Investment						\$27,500.00	

Wilkins Elementary 2022-2023	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	5/30/2022	5/29/2023	5/30/2022	\$5,100.00	1	\$5,100.00
Professional Development						
Prepaid Core 3 (All Staff) Consultant Daily Rate	5/30/2022	5/29/2023	5/30/2022	\$3,500.00	1	\$3,500.00
Prepaid Lighthouse Team 3 Consultant Daily Rate	5/30/2022	5/29/2023	5/30/2022	\$3,500.00	1	\$3,500.00
Custom Implementation Coaching Subscription	5/30/2022	5/29/2023	5/30/2022	\$3,500.00	1	\$3,500.00
Materials*						
Core 3 LIM Participant Guide 4.1			5/30/2022	\$40.00	70	\$2,800.00
Shipping & Handling			5/30/2022			\$182.08
Total Investment for Wilkins Elementary						\$18,582.08

District may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If District issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by District after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Linn-Mar Community School District:

By: _____

By: _____

Printed Name: Sausha Pond

Printed Name: _____

Title: Client Engagement Coordinator

Title: _____

Effective Date: _____

TERMS AND CONDITIONS

General: District shall provide each School a copy of this Agreement. District shall convey to each School that each School is considered an entity of the District and shall be bound by all terms and conditions described herein. Certain District administrators (if a District Membership is purchased) and teachers and/or staff of Schools ("Users") are entitled to access The Leader in Me Online protected site of FranklinCovey's Leader in Me website (the "Portal") located at www.TheLeaderInMeOnline.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Agreement.

Grant of Rights To Portal: FranklinCovey hereby grants a limited, non-exclusive, non-transferable, revocable license for Users, for whom an annual license fee has been paid, to access the Portal. Access to the Portal shall be available only to Users, who will receive a unique registration code from an authorized representative of School (e.g., Superintendent, Principal) prior to logging into the site. Users agree not to make the Portal available in any manner to individuals who are not a party to this Agreement, including the general public and, specifically, students. The Portal is provided for the benefit of Users only who have paid a license fee to access the Portal.

Intellectual Property License: FranklinCovey hereby grants the School, a limited, non-exclusive license (the "License") to use the FC IP (defined below) within the School only in connection with the delivery or promotion of FranklinCovey's The Leader in Me® solution within the School. For clarity, the FC IP may be used with, but is not limited to, lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses, excluding planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, School shall not use a FranklinCovey trademark, such as The Leader in Me®, in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by School. All works created by School using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the license granted herein. The "FC IP" shall mean The Leader in Me trademarks and copyrighted materials provided to the School by FranklinCovey, including intellectual property associated with The 7 Habits®. School shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP that such FC IP is copyright-protected and the proprietary property of FranklinCovey, and that neither School nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by School or its employees except as expressly provided for herein. The FC IP is for the benefit of School for use within its School only.

Measurable Results Assessment: The Leader in Me process includes a survey whereby staff, parents, and students of Schools are asked questions related to leadership, culture, and academics. An authorized person from the School will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track for Schools provide opportunities for teachers and/or staff of Schools to attend professional development at a location in or near School's community determined by FranklinCovey. In the event participants must travel, travel expenses shall be the responsibility of the District.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If District provides fewer than fifteen days' notice, District will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. District will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, District shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice District for all fees identified in the table(s) above as paid by District, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless District submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Additional Materials: If during the term of this Agreement the initial student/teacher count provided to FranklinCovey increases and District requires additional materials as a result of such increase, District shall contact FranklinCovey in writing (email is sufficient) providing the updated quantity, and FranklinCovey will ship the materials and invoice District in accordance with the payment terms in this Agreement.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights, and copyrights to all training session concepts and materials. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of such materials or concepts of the scheduled training session or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement and/or federal copyright law. The training session materials provided herein are intended for personal use only by the Users to apply the concepts learned within the School, and are not for resale or public display. Nothing in this Agreement implies a grant of license for District or the Schools to use the training session concepts and materials outside of the scope of this Agreement.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events and other information pertinent to The Leader in Me process. Anyone receiving such information may opt out at any time.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing signed by the parties hereto. The person executing this Agreement on behalf of the District warrants that he/she has authority to bind District.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither District nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of District or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.