Minidoka County School District #331

"We will increase INSTRUCTIONAL INTENSITY to significantly improve academic achievement for all students."

Board Members Brian Duncan, Chairman Doyie Price, Vice Chairman George MacDonald, Trustee Tammy Stevenson, Trustee Kurt Harman, Trustee <u>Administration</u> Dr. Scott A. Rogers, Superintendent John Fennell, Assistant Superintendent Betty Miller, Board Clerk Michelle DeLuna, Business Manager

September 3, 2008

The following person has authority to sign a Lease/Purchase Agreement for musical instruments, on behalf of our school/district.

Signature

GRRS

Name of Authorized Signer

MRINTENDEN Title

I hereby attest that the above referenced individual is an authorized signer.

By:

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COMPANY CERTS

BGE

INSURANCE INFORMATION

Insurance coverage is required for all instruments listed on Exhibit "A" of the enclosed lease/purchase agreement. You have two options in fulfilling your insurance obligation under the lease.

1.) Provide a Certificate of Insurance listing BGE Financial Corporation as Additional Insured, or

2.) Obtain coverage through BGE Alliance Group, LLC.

Tips for deciding which insurance option best suits your needs
 Examine your current coverage to determine the deductible and the covered losses. Compare deductible to cost of individual items listed on Exhibit "A" of this lease. Compare covered losses to those covered by BGE Alliance Group (see enclosed brochure).

BGE Alliance Group can provide you insurance with 100% coverage and a \$0 deductible. The premium is shown below and can be added to your lease payment. If you have any questions about insurance please call our School Leasing Department at 800-281-9606 ext 111.

Your new payment amount would be:

Current Lease Payment	\$2,223.88
Annual Insurance Payment	\$102.20
New Annual Payment	\$2,326.08

Please check the appropriate space below:

We already have insurance and a Certificate of Insurance will be sent to you,

We would like	to obtain insurance from BGE Alliance Group, LLC.
(Your insurance)	will be in effect at the time your first instrument is received.)
Signature	
Lease #:	4071
School District:	Minidoka County Joint School District #331
School:	East Minico Middle School
Address:	1805 H. St. City: Rupert State: ID Zip: 83350
Contact:	Kevin Vogt

BGE FINANCIAL CORPORATION = 4108 FIELDSTONE RD. = SUITE A = CHAMPAIGN, :L 51822 PH 217.551.7380 = FAX 217.351.6380 = EMAIL: ogeråbgerinanciai.com

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AUG 28 2008

Delivery and Billing Information Form

Bill/Send Invoices To:
Minidoka County Schools 633 Fremont Ave
Rupert, Id 83358
Phone: <u>208-436-44//</u>
Fax: 208-436-6593 Contact Person: Kaye Quesnell

Initial Payment and Signed Acceptance Certificate are due within 15 days of receipt of the Equipment listed on Exhibit A of the lease. Late charges will be assessed if the Initial Payment and Acceptance Certificate are not received within 30 days of receipt of the Equipment.

Subsequent payments are due on the anniversary of the Lease date. Late charges will be assessed if payment is not received within 5 days of the due date.

All payments are to be remitted to:

BGE Financial Corporation P.O. Box 1051 Champaign, IL 61824-1051



ACG 28 2000

Minidoka County Joint School District #331 1805 H. St. Rupert, ID 83350

August 28, 2008 ----RE: Instructions for completion of Lease/Purchase Documents

Dear Kevin Vogt:

Attached are the lease/purchase plan documents for the musical instrument lease you requested through Welch Music Inc.. Please follow the instructions completely so that we can have your instruments delivered as soon as possible.

- 1.) Ensure that you have received the following documents:
 - a.) Lease/Purchase Agreement (2)
 - b.) Schedule of Equipment (2)
 - c.) Letter of Authority
 - d.) Insurance Information Form
 - e.) Delivery and Billing Information Form
 - f.) IRS Form 8038GC (included as a separate attachment)

There are two (2) copies of the lease agreement. The one marked COPY is for your records.

- 2.) Return the following documents via Overnight Mail, executed by an authorized individual, to BGE at this time. (Keep the second (2nd) copy of the Lease/Purchase Agreement for your records as stated above):
 - a.) Original Lease/Purchase Agreement Sign the lease, but do not sign the section marked "Certificate of Acceptance" at this time.
 - b.) Letter of Authority Please copy the enclosed Authority Letter onto your letterhead and then complete the document (See attached Letter of Authority Instructions)
 - c.) UCC Financing Statement We will file your UCC financing Statement as indicated on the lease agreement. *Please include your federal tax ID# when returning the lease documents.*
 - d.) Purchase Order If required before payment can be made
 - e.) Insurance Information Form Please complete the Insurance Information Form. Insurance is a requirement of the lease.
 - f.) Delivery and Billing Information Form Instruments cannot be delivered to a P.O. Box.
 - g.) IRS Form 8038GC- This form should be completed by the district's business office.
- 3.) Within 15 days of the receipt of the instruments, you must return the following:
 - a.) Certificate of Acceptance Please sign the Acceptance Certificate that is located at the bottom of the lease document. If you do not have a copy, we will fax one to you. The same person who signed the lease needs to sign the Acceptance Certificate and then please fax back to BGE.
 - b.) Initial Payment If the initial payment of \$2,223.88 is not received with the Acceptance Certificate, your account will be subject to late fees
 - c.) Evidence of Insurance Please provide the Certificate of Insurance or BGE can provide "zero deductible" insurance coverage to protect your instruments and satisfy your obligation under this lease.

If you have any questions on any of these lease documents please call me at 800-281-9606. Please send all correspondence to our address listed below.

Sincerely,

Stephanie O'Connor

Account Executive

CONSTANT START AND MUNICIPAL LESSE PURCHASE A GREEMENT ("LEASE") LESSEE: Minidate County, Joint School Disrict A. VENDOR: Welch Masse Inc. START AND MUNICIPAL LESSEE PLANCED SCHOOL (1997) East, Minico Middle School Root H. S. VENDOR: Welch Masse Inc. Big Financial Coporation Root H. S. VENDOR: Welch Masse Inc. CONSTANTS: LESSEE expresses, coverains and warring that (a) It is a public body corporte and politic, (b) It is "tax-excerpt issue" which its meaning of the Internal Researce Oct, (c) It is antificiate by 410 political bary to mide, and perform under Less, (d) It Equipment is essentially needed for its proper, efficient and economic operation, (e) At the time of making the Lasse, afficient that were appropriate low fail links of the proper, efficient and economic operation, (e) At the time of making the Lasse, afficient that were appropriate low fail links of the proper, efficient and economic operation, (e) At the time of making the Lasse, afficient that were appropriate low fail links of the proper, efficient and economic operation, (e) At the time of making the Lasse, afficient that were appropriate low fail links of the proper, efficient and economic operation, (e) At the time of making the Lasse, afficient theore and mode, and properation to a lesser of momental and prove of the regimentation of the and mode and on the date of links of the properation is a public within fibre days of the regiment will be due an mount allowed by low, on any payment due under this Lasse value is and public within fibre days of the regiment will be due and mode, adject only to an any payment due under this Lasse value is and public within fibre days of the regiment will be make adject only to any the annual of the appropriation as descreded in folding the public days of the and the added the and the added the properties. MORA-MINON: It LINSEE shall allow the properting the adject addy and the added the to added the added the add of	s	na anna Tara anna anna anna anna anna anna anna			
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 annual from the date of lease agreement. Lessee agrees to pay to Lessor a service charge of 5% per month, but not to exceed the maximum amount allowed by law, on any payment de under this Lease which is not paid within five days of the Payment Due Date. All payments will be made, subject only to non-appropriation as described in Section 8, below. Each payment will be applied to principal and interest. ACCEPTANCE: LESSEE shall deliver to LESSOR a property executed Acceptance Cartificate within 15 days of the receipt of the Equipment, unless the Equipment is not in good order and condition. PURCHASE OPTION: After making all of the payments, LESSEE may purchase the equipment for \$1. At any other time, LESSEE may purchase the Equipment for the amount of the unpaid principal balance plus any interest accrued from the date of last payment through date of purchase. NON.APPROPRIATION: If LESSEE is not allotted funds for the next Fiscal Period to continue the payments under this Agreement, and has no funds for the purchase, LESSEE may there is an other sources, LESSEE may purchase. NON.APPROPRIATION: If LESSEE is not allotted funds for the next Fiscal Period to toos eprofrument, and has no funds for the purchase, lease or restal of Equipment or services to particular functions similar to those performed by the Equipment, and has no funds for the purchase, lease or restal of Equipment or services to particular functions and the foreoging conditions exist. In this sole event, LESSEE shall, or bioligue to make payments by the Head of the LESSEE that the foreoging conditions exist. In this sole event, LESSEE shall, not to sole expense, bole expense, bole relating to the discumstances of non-appropriation. Upon the occurrence of this event, LESSEE shall, not is olige expense, bole relating to the discumstances of non-appropriation. Upon the occurrence of this event, LESSEE shall, not is olige expense, bole restore the Equipment, and has no occurrence of this LE	5.	PAVMENTS: 2 annual payments of \$2,223,88 ar	e required. The first pay	ment will be due ou	the Acceptance date shown below, unless
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purchase the Equipment for the amount of the unpaid principal balance plus any interest accrued from the date of last payment through date of purchase. NON-APPROPRIATION: If LESSEE is not allotted funds for the next Fiscal Period to continue the payments under this Agreement, and has no funds for the purchase, lease or rental of Equipment or services to perform luncitons similar to those performed by the Equipment, and has no funds from ther sources, LESSEE must the serving the Equipment, and has no funds from ther sources, LESSEE that lot be obligated to make payments by the Head of the then current Fiscal Period, by giving tinety (90) days written notice to LESSOR, and enclosing therewith a sworn statement by the Head of the then current Fiscal Period, by giving tinety (90) days written notice to LESSEE agnet, if requested, to provide LESSOR with an opinion of its counsel relating to the orcumstances of non-appropriation. Upon the occurrence of this event, LESSEE shall, at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE AND AS LONG AS PUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OF DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON. 10. DISCLAIMER OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABLITY. LESSOR, or ANY SUCCESSOR ASSIGNEE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. 11. OTHER GENERAL TERMS AND CONDITIONS: See Reverse Side. 12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: MinidURE Stored and selected by us. We have received it in good order and condition, and it is acce	7.	In good order and condition.	wments, LESSEE may p	urchase the equipme	nt for \$1. At any other time, LESSEE may
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no funds for the purchase, lease or rental of Equipment or services to perform functions similar to those performed by the Equipment, and mastine funds from other sources, LESSEE may terminate this lease at the end of the then current Fiscal Period, by giving ninet() 900 days writen notice to LESSOR, and enclosing therewith a sworn statement by the Head of the LESSEE that the foregoing conditions exist. In this sole event, LESSEE agrees, if requested, to provide LESSOR with an opinion of its counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, LESSEE shall, at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR. 9. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE AND AS LONG AS FUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OF DISREPAR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON. 10. DISCLAIMER OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSER HAS AND CONDITIONS: See Reverse Side. 11. OTHER GENERAL TERMS AND CONDITIONS: See Reverse Side. 12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: Minidot Toounty Joint School District #331 DACCEPTANCE CERTIFICATE The EQUIPMENT was specified and selected by us. We have received it in good order and condition, ad it is acceptable to us. We approve payment by you to to the VENDOR, and hereby certify that the VENDOR has fully and as adistation the performed at of its obligations under the Lease. This will advise you that two have earefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENT		nurchase			
funds from other sources, LESSEE may terminate this lease at the end of the then current Fiscal Period, by giving timely (90) days writen notice to LESSOR, and enclosing therewith a sworn statement by the Head of the LESSEE that the foregoing conditions exist. In this sole event, LESSEE shall not be obligated to make payments beyond the end of the then current Fiscal Year. Upon the occurrence of this event, LESSEE shall not be obligated to make payments beyond the end of the then current Fiscal Year. Upon the occurrence of this event, LESSEE shall not be obligated to make payments beyond the end of the then current Fiscal Year. Upon the occurrence of this event, LESSEE shall at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR. 9. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE AND AS LONG AS PUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OF DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON. 10. DISCLAIMER OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSOR, OR ANY SUCCESSOR ASSIGNEE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. 11. OTHER GENERAL TERMS AND CONDITIONS: See Reverse Side. 12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: Minidok county/ Joint School District #331 Date of this Lease: 17. LESSOR: LOG and selected by us. We have received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR has fully and satisfactorily performed all of its obligations under the Lease. This will advise you that We have carefully read the casse,	8.	NON-APPROPRIATION: If LESSEE is not allot	ted funds for the next Fis	scal Period to continu	ue the payments under this Agreement, and has a three performed by the Equipment, and has no
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 event, LESSEE shall not be obligated to make payments beyond the end of the then current Fiscal Year. Upon the occurrence of this event, LESSEE shall, at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR. 9. PAYMENTS UNCONDITIONAL: LESSEE SAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE AND AS LONG AS FUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OF DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON. 10. DISCLAIMER OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSOR, OR ANY SUCCESSOR ASSIGNEE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. 11. OTHER GENERAL TERMS AND CONDITIONS: See Reverse Side. 12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: Ministra County Joint School District #331 Date of this Lease: LESSOR: BGE Financial Corporation Signature: Title: <u>STURFENTED FOR</u> ACCEPTANCE CERTIFICATE ACCEPTANCE CERTIFICATE ACCEPTANCE CERTIFICATE ACCEPTANCE AND received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR Has fally and satisfactorily performed all of its obligations under the Lease. This will advise you that we have carefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPERSENTATIONS WHICH THE VENDOR HAS MADE TO US. 4 ESSEE: 		notice to LESSOR and enclosing therewith a swort	n statement by the Head (of the LESSEE that t	he foregoing conditions exist. In this sole
LESSEE agrees, if requested, to provide LESSOR with an opinion of its counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, LESSEE shall, at its sole expense, both restore the Equipment to its original condition, allowing for reasonable wear and tear, and return it to the LESSOR, or to a place designated by the LESSOR. 9. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE EQUIPMENT COVERED BY THIS LEASE AND AS LONG AS FUNDS HAVE BEEN LEGALLY APPROPRIATED, IT WILL NOT FAIL TO MAKE AGREED PAYMENTS, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OF DISREPAR OF THE EQUIPMENT, OR DISPUTE WITH THE VENDOR FOR ANY OTHER REASON. 10. DISCLAIMER OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSOR, OR ANY SUCCESSOR ASSIGNEE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. 11. OTHER GENERAL TERMS AND CONDITIONS: See Reverse Side. 12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: MinidoKECounty/Joint School District #331 Date of this Lease: LESSOR: BGE Financial Corporation Signature: Tax ID# 32 - 60000537 FED ZD		event. LESSEE shall not be obligated to make payr	nents beyond the end of t	the then current Fisc	al Year. Upon the occurrence of this event,
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12. SIGNATURES: Each signer warrants that he/she has full power and authority to bind LESSOR and LESSEE, respectively. LESSEE: Minidoka County/Joint School District #331 Date of this Lease: Signature:		OR SPECIAL DAMAGES.			
LESSEE: Minidoka County/Joint School District #331 Date of this Lease:		OTHER GENERAL TERMS AND CONDITIO	NS: See Reverse Side.		I I POURE memorinaly
Signature:	12	SIGNATURES: Each signer warrants that he/she	has full power and autho	rity to bind LESSUE	k and LESSEE, respectively.
Signature:	LESS	SEE: Minidoka County/Joint School District #331	Date	of this Lease:	
Title: Title: Tax ID# S2 - 60005'37 FED ID MACCEPTANCE CERTIFICATE ACCEPTANCE CERTIFICATE The EQUIPMENT was specified and selected by us. We have received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR has fully and satisfactorily performed all of its obligations under the Lease. This will advise you that we have carefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENTATIONS WHICH THE VENDOR HAS MADE TO US. I-ESSEE:			LES	SOR: BGE Financia	d Corporation
Tax ID# <u>32-6000337</u> FED ZO ACCEPTANCE CERTIFICATE The EQUIPMENT was specified and selected by us. We have received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR has fully and satisfactorily performed all of its obligations under the Lease. This will advise you that we have carefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENTATIONS WHICH THE VENDOR HAS MADE TO US.	Sign	ature:	Sign	ature:	· · · · · · · · · · · · · · · · · · ·
ACCEPTANCE CERTIFICATE The EQUIPMENT was specified and selected by us. We have received it in good order and condition, and it is acceptable to us. We approve payment by you to the VENDOR, and hereby certify that the VENDOR has fully and satisfactorily performed all of its obligations under the Lease. This will advise you that we have carefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENTATIONS WHICH THE VENDOR HAS MADE TO US. * ESSEE:			iiie ا	·	
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ESSEE: BY: Fitle: Acceptance Date:	ORR	EPRESENTATIONS WHICH THE VENDOR HAS MADE T	OUS.		
i3 Y: l'itle: Acceptance Date:	1.ESS	SEE:			
	BY:	l'itle:		Асеер	tance Date;

and the second second	
	SIGNER: THESE ARE SOME OF THE IMPORTANT STATEMENTS INCLUDED IN THIS AGREEMENT
8	THE LESSEE IS A GOVERNMENTAL ENTITY, AND HAS AN ESSENTIAL, CONTINUING NEED FOR THE EQUIPMENT.
-04 -	YOU ARE AUTHORIZED TO BIND THE LESSEE, AND YOU ARE NOT RELYING ON ANY REPRESENTATION: OR PROMISES, MADE TO YOU WHICH ARE
	NOT STATED IN THIS WRITTEN AGREEMENT.
ેલ	YOU ARE AWARE OF THE NON-APPROPRIATION CANCELLATION PRIVILEGE, AND UNDERSTAND THAT IT IS A "LAST-RESORT" PROTECTIVE
	PROVISION, WHICH YOU DO NOT YOW, INTEND OR FORESEE WILL BE USED, AND YOU HAVE NOT PREVIOUSLY USED IT TO END AN AGREEMENT.
	UNLESS SPECIFIALLY DISCLOSED TO US IN WRITING.
27	OU UNDERSTAND THAT. ENCEPT FOR NON-APPROPRIATION, THE OBLIGATION TO MAKE PAYMENTS IS UNCONDITIONAL.
	DUTHE EVENT OF A DISPUTE WITH THE FENDOR FOR ANY REASON. TOO WILL HAVE NO RIGHT TO WITHHOLD, OR DELAT. ANY PAYMENTS.

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iaj	TTLE: fulle to the Equipment shall at all times be and ramain in LESSOR, and LESSEE has made all scheduled payments or exercised its earlier option to purchase. LESSEE grants 4 security interest to LESSOR, in all equipment listed in paragraph 2
(b).	motex to LESSOR in an equipment need in paragroph. REPARES LESSEE, at its sole separe, shall maintain the Equipment in good operating condition and state of repair. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated. LESSEE agrees at all times that if LESSEE is not satisfied with the Equipment, its installation or operation, for any reason, that any claim relating in any way thereto, made ov or on benatf of LESSEE, shall be made solely against Vendor, and LESSEE is and nevertheless promptly pay LESSOR for any assigned all amounts due under the Lesso.
(C)	TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed: (1) upon the LESSEES interest in, or use or operation of, or earnings arising from, the Equipment; and (2) against LESSOR, on account of its ownership, as or operation, leasing to the LESSEE, of the Equipment, or receipt of payments or earnings from it, exclusive, however, of taxes based on net income of LESSEE. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the accountion federal income tax of the Interest partition of payments made by LEISEE herematic. Accordingly,
	LESSUE agrees that its failure to comply with those requirements shall constitute in material default hereunder which, in addition to any other remedies provided in paragraph (i) helow, shall entitle - LESSUE agrees) to be indemnified and held harmless of LESSUE for all costs, liabilities, damages, exponses, taxes and penalties including Federal income tax penalties and
(d)	interest) incurred as a result of such failure, which amount LESSEE agrees to pay upon written domand therefor INSPECTION: LESSOR shall have the right to enter the premises where the Equipment located, at all reasonable times, to inspect the Equipment and otherwise determine LESSEES compliance
(e)	with the terms of this Lease. ALTERATIONS: LESSEE shall make no alterations or affix any attachments to the Equipment without the prior written consent of LESSOR.
(f)	THIRD-PARTY INJURY: LESSOR shall not be liable for injury to any person or damage to property resulting directly or indirectly from the operation or use of the Equipment. LESSEE shall indemnify and save LESSOR and its assigneets) harmless from and ugainst any loss, damage, liability, or expenses (including attorney's fees) claimed with respect to injury to any person or damage to property excluding attorney's fees) claimed with respect to injury to any person or use of the Equipment.
(y)	NON-ASSIGNABILITY BY LESSEE: This Lease is personal to LESSEE. LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Equipment without prior written consent of the LESSOR.
(h)	INSURANCE: Lessee shall at all times prior to return of the Bquipment to Lessor, or exercise of its purchase option, carry and maintain, at its exponse, insurance covering (a) theft and risk of loss or damage from any cause whatsoaver for an amount not less than the roplacement value of the Bquipment or the unpaid amount of the Lesse, whichever is greater, and which names Lessor and its assigns at loss payee; and (b) public liability, both personal injury and property damage, covering the maintenance, use and operation of the Bquipment which names Lessor and its assigns at some payee; and (b) public liability, both personal injury and property damage, covering the maintenance, use and operation of the Bquipment which names Lessor and its assigns as an
	additional insured. All such insurance coverings shall be in form, amount and with companies attractory to Lessor. Lesse shall deriver certificates of insurance to Lessor. All such insurance is attracted at a set of the
(i)	documents, checks or drafts for loss or damage recoverable under all such results are body appring Lesson and in hearing in a construction of the entry of the Lesso. In such event, LESSEE shall either: (1) restore the equipment to good
(1)	repair, condition and working order, in which event this Lease shall remain in full force and effect without abatement of payments; or (2) pay to LESSOR an amount equal to the option to purchase value (plus interest at 12% per annum) immediately prior to the loss, damage or destruction, in which event this Lease shall terminate as to the equipment for which such payment is made at the time
6)	such payment is made. DEFAULT: In the event of default by LESSEE in the payment of any sums due under this Lease within ten (10) days after they are due, or in the event receivership or insolvency proceedings are
	commenced by or against LESSEE or proceedings are commenced under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for filteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (1) to declare all sums due declared and such default and the right to exercise any one or more of the following remedies: (1) to declare all sums due declared and such default and the right to exercise any one or more of the following remedies: (1) to declare all sums due due default and the right to exercise any one or more of the following remedies: (1) to declare all sums due
	and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (2) to sue for and recover all payments then accrued or thereafter accruing with respect to the Equipment; (3) to take possession of the Equipment without demand or notice wherever it may be located, with or without legal process, and return it free from
	any claim of LESSEE whatsoever; (4) to terminate this Lease; or(5) to pursue any other remody at law or in equity. Notwithstanding any repossession or any other action which LESSOR may take, LESSEB shall be and remain hable for the full performance of all of its obligations under this Lease anless LESSOR effects, as its option, to sell or re-lease any of the repossessed Equipment to a
	third party, in which 'event the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorney's fees, shall be applied to the total amount due by LESSER under this Lease and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised consurrently or separately. LESSEE shall be applied to the total amount due by shall pay all costs and lease sprease incurred by LESSOR (are considered and the collect, any sums due herewider or in securing possession of the flaquipment. LESSEE to the the total constant of the total sprease incurred by LESSOR is not collecting, or automating to correct and the constant of the total sprease incurred by LESSOR in collecting, or automating to constant of the total sprease incurred by LESSOR in collecting, or automatic or in securing possession of the flaquipment. LESSEE constants to the
(k)	personal jurisdiction of the courts of the State of Illinois with respect to any dispute arising out of this Lusse. ASSIGNMENT BY LESSOR: This Lense, the Equipment and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred without notice, either in whole or
	in part, by LESSOR and its assignce, without affecting any obligations of LESSIE, and in such event LESSOR's transferce or assignce shall have all the rights, powers, privileges and remedies of LESSOR hereunder to the extent of such transfer or assignment. Any assignce's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against
(l)	LESSOR. No assignce shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease. DETERMINATION OF PAYMENT AMOUNT: LESSOR and LESSEE hereby acknowledge that the amount of the periodic payments under this Lease have been established by negotiation
	between LESSBE and Vendor, and have been agreed to by them. Such amount contemplates the addition to the equipment cost of compensation for the securing of third-party fauding of this Lease. LESSOR and LESSIE agree that the rate of rature to the LESSOR, or a successor assignee, as shown on the supplied amortization schedule, shall be the interest rate applicable to this Lease.
<u>(</u> m)	ADMINISTRATIVE SUPPORT: LESSUE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to estublish, perfect or maintain the legality and /or tax-exempt status of this Lease, or to execute documents needed for LESSOR'S financing. LESSEE promises to promptly make such filings or to render such
	as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE's signature, and to fill in dates and other obvious minor corrections on
(n)	this Agreement. SEVERABLETY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent
(0)	reasonably possible, invalidating the remainder of this Lease. ENTTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Equipment, and there are no representations, warrantics, promises, guarantees or agreements, one or writen, expressed or implicit, between the parties hereto with respect to this Lease. No modification or amendment hereof shall be building upon the LISSOR unless mude in
(p)	egicomenta di winteri expressione impresi contenti la partica enterio interpreto di activita interventi di anteriori necesione e contenta apprinte accordinatione interventi di anteriori necesione e contenta apprinte accordinatione e contenta accordin
	require tests of the Sectore is the sectore and the sectore is a sectore in the sectore in the sectore is the sectore in the sectore is the s
LES	SEE 7 / / /

OPINION OF LESSEE'S LEGAL COUNSEL (If Required)

Title: SUDERINTENDENT Date: 9/3/08

As Counsel for the LESSEE. There reviewed the Lease, and the ovidence of all necessary proceedings and actions taken by LESSEE to anihorize and execute the Lease, and an therefor of the opinion that: (a) The Lease has been duly authorized, executed and delivered by an authorized representative of LESSEE, and is enforceable in accordance with its terms and conditions., (b) The Lease has been duly authorized, executed and delivered by an authorized representative of LESSEE, and is enforceable in accordance with its terms and conditions., (b) The Lease has been duly authorized, executed and delivered by an authorized representative of LESSEE, and is enforceable in accordance with its terms and conditions., (b) The Lease has been duly authorized of LESSEE.

- - The covenants and representations contained in the Lease are accurate to the best of my knowledge, and the LESSEE is an entity, and the Equipment is to be used for purposes, such that interest paid pursuant to the Lease will be exempt from United States rederat
 - income taxes on the payee.

(d)

By:

LESSEE:	Minidoka County Joi East Minico Middle S 1805 H. St. Rupert		District #331 83350		And a strategy of the strategy	
 VENDOR:	Welch Music Inc. 837 Pole Line Road Twin Falls	ĺD	83301-5537			'
3. SCHEDUI	LE OF "THE EQUIPM	ENT"				
QUANTITY	MODEL #	DESC	CRIPTION	PURCHASE PRICE	PRINCIPAL AND INTEREST PAYMENT	

\$4,088.00

\$2,223.88

4/4 Violin w/ Case & Box

Fax Identification #

27

HZVLN3FN

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Form Pey. Octobe Department of

internal	Revenue Sarvice									
	Name ias shown on your income tax return)									
2 2	MINIDOKA COUNTY SCHOOL DISTRICT #331									
əgeq I	Business name, if different from above	Business name, if different from above								
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Print or type Specific Instructions	Check appropriate box: Individual/Sole proprietor Corporation		ership) 🕨 .		Exer					
2 2	Other (see instructions) >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	,,			pay	10				
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à g	633 FREMONT AVENUE									
cif	City, state, and ZIP code									
Spe	RUPERT, ID 833350									
See	List account number(s) here (optional)		· · · ·							
Par	TI Taxpayer Identification Number (TIN)					<u></u>	·····			
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	your TIN in the appropriate box. The TIN provided must match the n up withholding. For individuals, this is your social security number (SS		49010 j	auciera		л				
allen,	sole proprietor, or disregarded entity, see the Part I instructions on p	age 3. For other entities,	it is ^L							
your (employer Identification number (EIN). If you do not have a number, se	e How to get a TIN on p	age 3.		or	or				
	, if the account is in more than one name, see the chart on page 4 fo	or guidelines on whose		Employ	er identificatio	n number				
	per to enter,			82	60	00837				
Par	t II Certification		<u> </u>							
Unde	r penalties of perjury, I certify that:									
1, T1	he number shown on this form is my correct taxpayer identification n	umber (or I am waiting fo	or a numb	oer to b	e issued to r	ne), and				
	am not subject to backup withholding because: (a) I am exempt from									
	evenue Service (IRS) that I am subject to backup withholding as a re-	suit of a failure to report	all intere	st or div	/idends, or (d) the IRS h	las			
	otlifed me that I am no longer subject to backup withholding, and	•								
	am a U.S. clitzen or other U.S. person (defined below), fication instructions. You must cross out item 2 above if you have b					to booles				
withh For m arran	olding because you have failed to report all interest and dividends or nortgage interest paid, acquisition or abandonment of secured proper gement (IRA), and generally, payments other than interest and divider	your tax return. For real	estate tr	ansacti ons to	ons, Item 2 d an individual	does not ap retirement	opiy.			
	de your correct TIN. See the instructions on page 4.			ب .			·			
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Ge	neral Instructions	Definition of a U.S. considered a U.S. per	person.	For fe	deral tax pu	urposes, y	ou are			
	Ion references are to the Internal Revenue Code unless	 An individual who is 			or U.S. resi	dent allen.				
	wise noted.	 A partnership, corp 								
Pur	pose of Form	organized in the Unite	ed States	s or un	der the laws	of the Un	ited			
A pe	rson who is required to file an information return with the	States,								
	must obtain your correct taxpayer identification number (TIN) port, for example, income paid to you, real estate	 An estate (other that A domestic trust (at 		*	• ·	otion				
	sactions, mortgage interest you paid, acquisition or	301.7701-7).		שרוווג	guianons se	GUUN				
	donment of secured property, cancellation of debt, or	Special rules for par	tnershir	s. Part	nerships the	at conduct	а			
	ributions you made to an IRA.	trade or business in t								
	se Form W-9 only if you are a U.S. person (including a lent alien), to provide your correct TIN to the person	pay a withholding tax								
	esting it (the requester) and, when applicable, to:	from such business. I has not been received	runner, i ri. a parti	nership	is required	to presum	he that			
	Certify that the TIN you are giving is correct (or you are ing for a number to be issued),	a partner is a foreign Therefore, if you are a	person,	and pa	ly the withh	oiding tax.				
	Certify that you are not subject to backup withholding, or	partnership conductir	ng a trad	e or bu	isiness in th	e United S				
	Claim exemption from backup withholding if you are a U.S.	 provide Form W-9 to status and avoid with 	the part	nersnip	to establish	1 your U.S artnershin				
	npt payee, if applicable, you are also certifying that as a	ancome.	nonung	on you	i unare ur pi	aaraanp				
U.S,	person, your allocable share of any partnership income from	The person who give	ves Forn	1 W-9 t	o the partne	arship for				
	trade or business is not subject to the withholding tax on gn partners' share of effectively connected income,	curposes of establish	iina :ts U	.S. sta	tus and avo	iaing with	nolaing			
	e. If a requester gives you a form other than Form V-9 to	on its allocable share					ne			
	lest your "IN, you must use the requester's form if it is	conducting a trade or business in the United States is in the following cases:								

request your "IN, you must use the requester's form if it is substantially similar to this Form V-9.

The U.S. owner of a disregarded entity and not the entity,