



**LIGHTHOUSE**  
STRATEGIC SOLUTIONS

## CLIENT SERVICE AGREEMENT

**THIS CLIENT SERVICE AGREEMENT (the "Agreement") dated this 1st day of August 2021 BETWEEN:**

*Faribault Public Schools, 710 17<sup>th</sup> Street SW, Faribault, MN 55021 (the "Customer")*

**- AND -**

*Lighthouse Strategic Solutions, LLC of 1575 NW 20<sup>th</sup> Street, Suite 204, Faribault, MN (the "Service Provider").*

### **BACKGROUND:**

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **A. Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with Financial services (the "Services") as listed on **Exhibit A**.
2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

#### **B. Term of Agreement**

1. The term of this Agreement (the "Term") **will begin on the date of this Agreement and will continue through June 30, 2022.**
2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.
3. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

**C. Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**D. Compensation.** For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:

- **September 15, 2021:** **\$2,640.00 or actual amount for CS Reports**
- **November 15, 2021:** **\$6,750.00 due and payable**
- **March 15, 2022:** **\$6,750.00 due and payable**

**E. Provision of Extras.** The Service Provider will utilize outside resources. The Customer acknowledges that any costs related to these services will be the responsibility of the Customer. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras: **N/A**

**F. Confidentiality**

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
2. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

**G. Non-Solicitation**

1. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
2. The Service Provider agrees that, during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
  - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
  - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
  - c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
  - d. solicit, entice, or hire away any employee or other service provider of the Customer.
3. The Customer further agrees to the same non-solicitation conditions outlined above for employees of the Service Provider.

**H. Return of Property.** Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

**I. Capacity/Independent Contractor.** In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

J. **Notice.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Faribault Public Schools  
710 17<sup>th</sup> Street SW  
Faribault MN 55021  
Email: [tsesker@faribault.k12.mn.us](mailto:tsesker@faribault.k12.mn.us)
- b. Lighthouse Strategic Solutions, LCC  
1575 NW 20<sup>th</sup> Street, Suite 204  
Faribault, Minnesota, 55021  
Email: [lisa@yourlss.com](mailto:lisa@yourlss.com)

or to such other address as any Party may from time to time notify the other.

K. **Indemnification.** Each Party to this Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the indemnifying Party or its agents or representatives and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

L. **Insurance.** The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

M. **Limitation of Liability.** It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

N. **Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Minnesota. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Minnesota.

O. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

- P. **Time of the Essence.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
- Q. **Assignment.** The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.
- R. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
- S. **Enurement.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.
- T. **Governing Law.** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- U. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- V. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_.

FARIBAULT PUBLIC SCHOOLS  
(Customer)

LIGHTHOUSE STRATEGIC SOLUTIONS, LLC  
(Service Provider)

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Lisa Sammon, CEO