

Incognito, Inc.

Michael S. Fosberg
6110 N. Francisco Ave.
Chicago, IL 60659-2502
773.856.3399
www.incognitotheplay.com

Letter of Agreement

AGREEMENT made this **19th of December 2012**, by and between INCOGNITO, INC. / MICHAEL FOSBERG, 6110 N. Francisco Ave. Chicago, Il 60659 (herein after referred to as "ACTOR") and **Duluth East High School, 301 North 40th Ave. East, Duluth MN**, (herein after referred to as "PURCHASER"). It is mutually agreed by and between the parties as follows:

1. PURCHASER agrees to engage ACTOR to for **two performances** of his one-man play, "Incognito", at Auditorium/Theatre Space TBD (PURCHASER will provide venue details) to be performed on **January 23, 2013, at TBD AM/ PM** followed by a 10-30 minute post-show discussion with audience.

2. It is agreed that as full compensation for the services mentioned herein, PURCHASER will pay ACTOR in United States currency, certified check, money order, or accepted bank draft the sum of **\$2300 (Two Thousand Three Hundred Dollars)** for ~~one~~^{both} performance^s. A 50% deposit is due upon signing of this contract with the balance due the day of performance. (Please make checks payable to: Incognito, Inc. Federal EIN # 36-4449428) and (ii) PURCHASER also agrees to compensate ACTOR for **all travel and accommodation expenses** incurred for travel to and from school up to a maximum of **\$300 (Three Hundred Dollars)**.

3. PURCHASER agrees to provide ACTOR an appropriate space in which to perform Incognito, (preferably a theater but not mandatory - with a stage space of no less than 12'x16'), including basic stage lights and sound system, eight (8) armless chairs and

a small table or desk (to be used as set pieces), a lavalier ("hands-free", or lapel) wireless microphone, and an off-stage dressing area. PURCHASER further agrees to provide a person to operate the stage lights and run a maximum of four (4) sound cues for the presentation. This will require a "dry-tech" of approx. 30 minutes, prior to the presentation. ACTOR will provide a sound disc (with a maximum of four sound cues).

Please NOTE: The topics and material covered within the program demand a certain type of controlled environment. If the show is presented in a very open and public space (such as a cafeteria or lobby), people socializing or freely passing through the area with no interest in watching the show disrupt the presentation and effectiveness of the message. The show is best experienced in a more intimate setting with decent acoustics. Therefore, INCOGNITO will NOT be performed in the following venues: chapels and gymnasiums (because of sound issues), cafeterias or recreational rooms when food is being served, or recreational rooms/atriums that get a lot of through traffic at the time when the show would be presented. [SPECIAL ARRANGEMENTS MAY BE CONSIDERED IF DISCUSSED AT LEAST 30 DAYS PRIOR TO PROGRAM].

4. PURCHASER shall provide ACTOR no less than 30 minutes set up time in the space, not including the time provided for the dry tech described in paragraph 3 above. In the event that more than one show is to be performed, PURCHASER shall provide ACTOR a minimum of 30- minutes following the post-show discussion before the subsequent show is performed.

5. PURCHASER should be aware of the theatrical nature of this presentation. The ACTOR assumes that audiences will respect the nature of a theatrical performance, and understand the difference between enthusiastic participation and disrespectful disruption. Nonetheless, some audience members can become unruly. ACTOR expects the cooperation of student leaders, faculty members, and staff at keeping the theatrical nature of the show in tact without distraction. PURCHASER shall eject particularly disruptive audience members. In worst-case scenarios, ACTOR reserves the right to stop the show if he feels threatened or if an audience has effectively altered the show through disruptive behavior.

6. This agreement is made in reliance upon PURCHASER'S good reputation for the prompt discharge of all contract obligations. In the event PURCHASER refuses or neglects to provide any of the items required to be provided by PURCHASER hereunder and/or fails to make any of the payments required to be made by PURCHASER hereunder, ACTOR shall have the right to refuse to perform services provided herein. Notwithstanding the exercise of such right by ACTOR, any amount theretofore paid to ACTOR by PURCHASER shall be retained by ACTOR, and the balance of the contract terms provided for herein shall immediately become payable to ACTOR.

7. This Agreement shall be executed by PURCHASER and a copy returned to and received by ACTOR together with the deposit described in paragraph 2 above, no later than **14 days from the date of this agreement**. In the event that PURCHASER does not so return to ACTOR the executed Agreement together with the above referenced deposit, then the provisions of paragraph 6 above shall apply and ACTOR shall have the right to refuse to perform services provided herein.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the day and year first above written.

For: **INCOGNITO, INC.**
"ACTOR"

For: **Duluth East High School**
"PURCHASER"



Michael Fosberg
Signature

President
Title



Signature

CFO
Title

Bill Hanson
Print Name

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula Pedersen, independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of January 2nd, 2013, and shall remain in effect until June 20th, 2013, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractors shall provide the following services:

- Meet with district personnel to understand scope of services they will be providing
- Co-facilitate focus group(s) for district participants of the Leadership Project
- Co-facilitate Intercultural Leadership retreat experience
- Provide consultation on Intercultural Curriculum Integration for district faculty

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to 6,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN)/and or SSN on any invoice to be used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN and/or SSN is provided.

4. **Requests for Reimbursement.** Contractors will be paid in the following manner: Contractor will submit an invoice to the not to exceed 5,000 for co-facilitating the Intercultural Leadership retreat, 500.00 for co-facilitating focus groups and 1000.00 for providing consultation on intercultural curriculum integration. Once the Invoice is approved, payment will be made in full-agreed amount. Payment will be made by the district within 30 days of submission of a proper invoice by Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of Contractor's activities in accordance with this Agreement, including by way of

8. Indemnity and defense of the District. Contractor hereby agrees to Denfeld, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages, the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this agreement.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____ ISD 709, Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____.

10. Assignment. Contractors shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

13. Cancellation. Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

14. Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO 709

CONTRACTOR

Name

Name

date

Title

Title

Program Director

Taxpayer Identification Number

W. C. Hanson 12/14/12

Director of Business Service date

LEASE OF RESIDENTIAL PROPERTY**1. PARTIES**

This lease is entered into between **KELLOGG SQUARE APARTMENTS, LLC**, hereinafter **LANDLORD**, and **INDEPENDENT SCHOOL DISTRICT 709**, hereinafter **RESIDENT**.

2. PREMISES

LANDLORD hereby rents to RESIDENT and RESIDENT rents from LANDLORD Apartment Number **811** in Building Number **N/A**, Garage Space Number **N/A** and Storage Locker Number **N/A**, hereinafter the "Premises", located at the property known as **KELLOGG SQUARE**, in the City of **SAINT PAUL**, County of **RAMSEY**, State of Minnesota.

3. TERM

The term of this lease shall be from the **1ST** day of **JANUARY, 2013** through 12:00 noon on the **31st** day of **MAY, 2013**, unless extended as set forth in Section 7 below.

4. OCCUPANTS

The Premises will be used as a residence by the following persons only:

- | | |
|----------------------------------|--------------------|
| 1. RON SOBERG Age () | 2. Age () |
| 3. Age () | 4. Age () |
| 5. Age () | 6. Age () |

5. RENT

RESIDENT agrees to pay to LANDLORD monthly rent in the amount of **\$890.00** for the Apartment, **\$N/A** for the Garage Space and **\$N/A** for the Storage Locker, for a total sum of **\$4450.00**. Such rent shall be paid in equal installments of **\$890.00** per month for the entire term of the lease. All rent shall be paid by RESIDENT to LANDLORD at the office of the Resident Manager.

It is understood that RESIDENT is taking possession of the Premises on the **1st** day of **JANUARY, 2013**, and is to pay the sum of **\$890.00** as rent from that date through the **31st** day of **JANUARY, 2013**. The second month's rent payment of **\$890.00** will be due and payable on the first day of **FEBRUARY, 2013**. The full monthly rent as set forth above will be due and payable on the first day of each month thereafter.

6. RENT DELINQUENCY AND NSF CHECKS

If RESIDENT does not pay the full amount of the rent shown in paragraph 5 by the end of the **5th** day of the month, RESIDENT agrees to pay LANDLORD **\$50** on the **6th** day of the month as a late fee. RESIDENT also agrees to pay a fee of **\$30** for each NSF check plus all applicable late fees. LANDLORD will not accept personal checks after one NSF check.

RESIDENT shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LANDLORD'S acceptance of a partial payment constitute accord and satisfaction. Nor will LANDLORD'S acceptance of a partial payment forfeit LANDLORD'S right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check, or pursue any other remedy available under this lease.

7. TERMINATION OR EXTENSION OF LEASE

If either party desires to terminate this lease at the end of the initial term, such party shall give the other party written notice of intention to terminate at least sixty (60) days before the termination date and before the first day of the month. By way of illustration, suppose the lease is for a one (1) year term, from January 1, to December 31, 1999. In order for either party to terminate the lease at the end of the initial term, namely December 31, 1999, one party must give the other party written notice on or before October 31, 1999.

If neither party has terminated this lease at the end of its initial term, the lease and all covenants herein will be renewed automatically until terminated by either party by written notice to the other of intention to terminate; provided that (i) the termination date shall be effective only as of the end of a calendar month, and (ii) such written notice of termination must be received by the other party prior to the beginning of the month immediately preceding the month in which the termination date will occur. For example, if the lease is not terminated at the end of its initial term and RESIDENT wishes to terminate it as of April 30, RESIDENT must give written notice of such termination so that LANDLORD receives it before March 1.

When this lease terminates, for whatever reason, RESIDENT shall promptly remove all personal property belonging to RESIDENT or persons claiming through RESIDENT from the Apartment, Garage and Storage Locker, and surrender them in good condition and repair, broom-clean, reasonable wear and tear accepted. All keys to the Apartment and Garage shall be returned to LANDLORD and the lock on the Storage Locker shall be removed.

8. DUTY TO PAY AFTER EVICTION

If RESIDENT is evicted because RESIDENT violates a term of this lease, whether or not LANDLORD obtains a court order to enforce the eviction, RESIDENT agrees to pay the full monthly rent until the earlier of (a) the end of the initial term or if the initial term has already ended, the end of the second full month after RESIDENT is evicted; or (b) the Apartment is re-rented. This provision shall survive termination of the lease for any reason.

9. SECURITY DEPOSIT

RESIDENT agrees to deposit with LANDLORD **\$400.00** as a security deposit. Within three (3) weeks after the termination of this tenancy AND receipt by LANDLORD in writing of RESIDENT'S mailing address or delivery instructions, LANDLORD will return the security deposit to RESIDENT together with simple interest pursuant to Minnesota state law beginning at the start of occupancy OR furnish to RESIDENT a written statement showing the specific reasons why LANDLORD has withheld the deposit or any portion thereof. LANDLORD may withhold from the security deposit amounts reasonably necessary to: (1) remedy RESIDENT'S default in the payment of rent or any other amounts due to LANDLORD under this lease, and (b) restore the Premises to the condition

at the commencement of the residency, ordinary wear and tear excepted. Nail holes are not considered normal wear and tear. If the security deposit is insufficient for the purposes stated above, then RESIDENT shall be liable for the excess.

10. MANAGER

The property is managed by Sentinel Management Company, LLC whose business address is 5215 Edina Industrial Boulevard, Suite 100, Edina, Minnesota 55439. Sentinel Management Company, LLC is the agent of the LANDLORD and is empowered to accept service of process and to receive and give receipt for notices and demands.

11. USE

RESIDENT agrees to use the Apartment only as a residence for the purposes designated as Occupants and to use the Garage Space only for an automobile owned or leased by an Occupant. RESIDENT further agrees to the following conditions:

- (a) RESIDENT shall not sublet the Premises or assign the lease without the WRITTEN permission of LANDLORD.
- (b) Neither RESIDENT nor any OCCUPANT shall conduct a business of any kind on the Premises.
- (c) Neither RESIDENT nor any OCCUPANT shall use the Premises, common areas, or area surrounding the Building nor allow any dependent/s or guest/s to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to manufacture, sell, give away, barter, exchange, or distribute any illegal drugs.
- (d) Neither RESIDENT nor any OCCUPANT shall unreasonably disturb the quiet and peaceful possession of the Premises by other residents.
- (e) RESIDENT and OCCUPANTS shall keep the Garage Space in a clean (broom swept) and sanitary condition, and shall not use the Garage Space so as to interfere with any adjoining garage space or common area. Garage doors (where applicable) shall be kept closed. The Garage Space shall not be used for storage of personal property of any kind.
- (f) Neither RESIDENT nor any OCCUPANT shall affix any lock or other permanent hardware on the Premises or use or store any large appliance within the Premises without the written permission of LANDLORD.
- (g) Neither RESIDENT nor any OCCUPANT shall permit anything to be thrown out of the windows; nothing shall be hung on the outside of the windows or placed on the outside window sills of any window in the Building; the halls, stairways, patios, balconies, garages and other common areas shall not be used for the storage of furniture or other articles.
- (h) Neither RESIDENT nor any OCCUPANT shall install any aereals, antennas or other electrical connections within the Apartment or on the Building exterior.
- (i) RESIDENT and OCCUPANTS shall keep the Storage Locker in a clean and sanitary condition. RESIDENT shall provide a removable lock for the Storage Locker and keep such Storage Locker locked at all times when not in use.
- (j) Neither RESIDENT nor any OCCUPANT shall paint or affix wallpaper or contact paper without the written permission of LANDLORD.
- (k) Neither RESIDENT nor any OCCUPANT shall interfere with the management of the property.
- (l) RESIDENT and OCCUPANTS shall surrender the Premises to LANDLORD when tenancy is terminated as provided in Section 7 above.

12. SATELLITE DISHES AND ANTENNAE

The installation of satellite dishes or antennae in spaces exclusively within the control of RESIDENT is subject to special FCC requirements and reasonable rules and regulations of LANDLORD. If RESIDENT wants to install satellite dishes or antennae in spaces exclusively within RESIDENT'S control, he/she must come to the management office to obtain the rules regarding the installation of satellite dishes or antennae. RESIDENT will be required to sign a separate Indemnity and Hold Harmless Agreement that makes RESIDENT responsible for the installation, removal, and any damage caused by a dish or antenna.

13. ASBESTOS

RESIDENT acknowledges that it has been expressly disclosed to RESIDENT by LANDLORD that the Building and Premises contain asbestos-containing materials, including ceiling material, vinyl asbestos floor tile, and certain pipe and mechanical equipment insulation. The acknowledgement by RESIDENT of the presence of asbestos does not in any manner impose any liability or responsibility on RESIDENT for removal, treatment, or abatement of such material, provided, however, that RESIDENT shall not intentionally disturb or damage asbestos-containing material without prior notice to LANDLORD, so that proper safety procedures may be implemented.

In the event LANDLORD elects to remove or abate asbestos-containing material from the Premises and this activity interferes with RESIDENT'S use or occupancy of the Apartment, LANDLORD shall relocate RESIDENT to a comparable apartment for the duration of the project, without any cost to RESIDENT.

14. PERSONAL PROPERTY OF LANDLORD

The Apartment is furnished in part with personal property (refrigerator, range, disposal, dishwasher, etc.), which belongs to LANDLORD. RESIDENT agrees to maintain and preserve this personal property and to return it to LANDLORD at the conclusion of this lease in the same condition in which it was received, with the exception of ordinary wear and tear.

15. RENTAL APPLICATION

The Rental Application executed by RESIDENT is hereby made a part of the lease. Any misrepresentation of material fact contained in the application shall constitute a material breach of the lease and entitle LANDLORD to pursue its remedies under Section 17.

16. EXPENSES AND COSTS OF ENFORCEMENT

RESIDENT agrees to pay to LANDLORD all expenses and costs, including reasonable attorney fees, incurred by LANDLORD in enforcing the terms of the lease. This includes court costs and attorney's fees even if rent is paid after legal action is started.

17. BREACH OF LEASE AND LANDLORD'S REMEDIES

If RESIDENT breaches the lease, LANDLORD shall have the right to immediately terminate the lease, have the RESIDENT evicted and sue the RESIDENT for damages, OR affirm the lease and sue the RESIDENT for damages. Damages shall include, but not be limited to, all costs incurred by LANDLORD in attempting to re-rent the Premises, including painting and shampooing. In addition, if LANDLORD brings any legal action or collection proceeding against RESIDENT, RESIDENT shall pay LANDLORD'S actual attorney's fees, court costs, filing fees and service fees, including collection agency fees, even if rent is paid after legal action is started. RESIDENT agrees that all of the above costs, fees and charges may be deducted from the security deposit and interest earned thereon. If LANDLORD commences an Unlawful Detainer action as a result of RESIDENT'S breach of the lease and RESIDENT cures such breach

and remains in possession of the Premises, any further breach of the lease by RESIDENT shall give LANDLORD, in addition to any other remedies provided in this lease or by law, the right to repossess the Premises regardless of RESIDENT'S cure or attempted cure of such further breach.

By way of illustration, and not of limitation, the following activities of RESIDENT shall constitute breaches of lease:

- (a) If RESIDENT fails to pay the full amount of rent or any other sums when due.
- (b) If RESIDENT fails to inform LANDLORD of all persons residing at the Premises and fails to receive LANDLORD'S written approval for the same.
- (c) If RESIDENT or any OCCUPANT keeps a pet or allows a pet in the Premises or on the common grounds, other than approved domestic cats (no more than two), small caged birds or tropical fish which are permitted.
- (d) If RESIDENT or any OCCUPANT fails to maintain the Premises in a clean and sanitary condition.
- (e) If the conduct of RESIDENT, any OCCUPANT, or any guest of either RESIDENT or OCCUPANT is so objectionable or improper as to unreasonably interfere with the use and quiet enjoyment of the Building by other residents.
- (f) If RESIDENT fails to reimburse LANDLORD for repairs made necessary to the property of LANDLORD by the negligence, neglect, misuse or abuse of RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT.
- (g) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT causes serious damage to the Premises or common areas.
- (h) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT unlawfully possesses any illegal object or substance, including drugs/narcotics, at the property.
- (i) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT engages in or permits unlawful activity on the Premises, common areas or anywhere else on the property.
- (j) If RESIDENT has provided any false information in connection with RESIDENT'S application to rent the Premises.

Acceptance of rent does not waive LANDLORD'S right to evict RESIDENT for any past or existing violation of any term of the lease.

18. LANDLORD'S DUTIES

- (a) LANDLORD will maintain the Premises and all common areas fit for the use intended by the parties.
- (b) LANDLORD will maintain the Premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.
- (c) LANDLORD will maintain the Premises in compliance with the applicable health and safety laws of the state and of the local units of government where the Premises are located during the term of the lease, except when violation of the health and safety laws has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

19. INTERRUPTION OF SERVICE BEYOND CONTROL OF LANDLORD

RESIDENT shall notify LANDLORD immediately in case of malfunction of equipment owned by LANDLORD or utilities and LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during any such period if such malfunction is due to any cause beyond the control of LANDLORD. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

20. REPAIRS AND DAMAGE TO PREMISES

RESIDENT agrees to request all repairs to the Premises or common areas in writing to LANDLORD, except that in an emergency, telephone calls will be sufficient notice. LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during the period of repairs. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by the neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

If the Premises are damaged by fire or other casualty so they are unfit for occupancy, and if LANDLORD decides not to repair the Premises, LANDLORD may terminate this lease by giving written notice to RESIDENT. Upon such termination of this lease, rent paid by RESIDENT shall be prorated to the date of damage and the balance refunded to RESIDENT. If LANDLORD does decide to repair the Premises, rent shall abate during the period of repairs.

21. TELEPHONE SERVICE

RESIDENT agrees to pay any charges incurred in switching over to another provider and to notify LANDLORD of their intention to do so. RESIDENT also agrees to restore telephone service connections/wiring back to their original state and pay any fees incurred in doing so upon vacating the premises.

22. LIABILITY OF LANDLORD AND RESIDENT INSURANCE

LANDLORD (including its partners, officers, employees, agents and representatives) shall not be liable to RESIDENT, or those claiming by, through or under RESIDENT, for any injury, death or property damage occurring in, on or about the Premises, however caused. LANDLORD shall, however, be liable for its or its agents' negligence unless the damage or other injury arising out of such negligence is covered by a standard renter's or automobile insurance policy, WHICH LANDLORD STRONGLY RECOMMENDS THAT RESIDENT PURCHASE FOR RESIDENT'S PROTECTION AGAINST SUCH INJURY, DEATH OR PROPERTY DAMAGE. RESIDENT shall, however, obtain an insurance policy to cover any damage to the Apartment resulting from RESIDENT'S use of a waterbed. RESIDENT shall deliver to LANDLORD a Certificate of Insurance providing evidence of such insurance policy prior to moving a waterbed into the Apartment.

If any of LANDLORD'S employees are requested by RESIDENT to render any services not contemplated in this lease, such as moving automobiles, handling of furniture, cleaning, delivering packages, etc., such employees shall be deemed agents of RESIDENT while performing these services regardless of whether payment is arranged for such services; and RESIDENT agrees to hold LANDLORD harmless from all liability for damages which may occur in connection with rendering such services.

23. LANDLORD'S RIGHT OF ENTRY

In addition to the right to enter the Premises to make repairs, upon 24 hours notice LANDLORD shall have the right, by itself or through its agents or employees, to enter the Premises for any reasonable business purpose. A "reasonable business purpose" shall include, but not be limited to, "showing" the Premises to prospective residents during the last 60 days of the lease term. In the event of an emergency, LANDLORD or its agents or employees may enter the Premises without any prior notice.

24. RULES AND REGULATIONS

RESIDENT shall promptly comply with and use the Premises, the common areas and the area surrounding the Building, including parking facilities, in accordance with such rules and regulations as may from time to time be made by LANDLORD for the general safety, comfort and convenience of LANDLORD and other residents in the building. RESIDENT shall also cause its guests to abide by such rules and regulations. LANDLORD shall not be responsible to RESIDENT for enforcement of such rules and regulations against other residents.

25. WAIVER

Failure by LANDLORD to insist upon the strict performance of the terms of this lease shall not constitute or be construed as a waiver or relinquishment of LANDLORD'S right to thereafter enforce such terms.

26. GIVING AND RECEIVING NOTICE

Whenever this lease requires one of the parties to give a written notice to the other party, this notice MUST BE RECEIVED by the other party or his agent on or before the date specified. RESIDENT agrees that such written notice must be signed by all parties listed as RESIDENT(s) in Section One (1) of the Lease. RESIDENT agrees that notices and demands delivered by LANDLORD to the Apartment constitute proper notice and are effective as soon as delivered.

27. GUESTS

RESIDENT'S guest(s) shall abide by the same covenants of the lease as RESIDENT. RESIDENT agrees to accompany guest(s) when facilities at the property are to be used.

28. PARKING AREA

Neither RESIDENT nor RESIDENT'S guest(s) shall leave inoperative vehicle(s) in the parking area. For the purpose of snow removal, sweeping, blacktopping, etc., RESIDENT agrees upon 24 hours notice to cooperate by moving any vehicle requested by LANDLORD. LANDLORD may tow at RESIDENT'S expense any vehicle remaining in the parking area in violation of this lease.

29. ENTIRE AGREEMENT

This lease contains the entire agreement of the parties. No changes shall be made to this lease except by means of writing, signed by both parties and dated.

30. SIGNATURES OF PARTIES

IN WITNESS WHEREOF, we have signed this lease jointly and severally.

RESIDENTS:

DATE SIGNED:

W. C. Hanson

12/13/12

LANDLORD:

KELLOGG SQUARE APARTMENTS, LLC

By: SENTINEL MANAGEMENT COMPANY, LLC
Its Managing Agent

DATE SIGNED:

By: Resident Manager

KELLOGG SQUARE

AT HOME BY THE RIVER

PARKING ADDENDUM TO LEASE OF RESIDENTIAL PROPERTY

This Addendum to the Lease of Residential Property dated **January 1, 2013** between **KELLOGG SQUARE APARTMENTS, LLC** known as **LANDLORD** and **I.D.S. #709 (Ron Soberg)** as **RESIDENT/s** shall be incorporated in and made a part of the aforesaid Lease.

In the event **RESIDENT/s** owns and drives a car, **LANDLORD** shall furnish unreserved parking for the **RESIDENT/s** car only. Parking spaces shall be available on first-come, first served basis.

RESIDENT/s understand and agree that they must evidence of ownership of the vehicle by the way of Certificate Title, Title Registration, or Certificate of Liability Insurance which bears **RESIDENT/s** name as owner plus such other proof as **LANDLORD** may require at its sole discretion.

RESIDENTS/s further agree that if **RESIDENT/s** should cease driving or owning their car for any reason whatsoever, **LANDLORD** shall subsequently revoke all **RESIDENT/s** right to said parking.

All other terms, conditions, and covenants of the Lease are hereby reaffirmed and shall remain the same.

IN WITNESS WHEREOF, we have signed this Lease Addendum jointly and severally.

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: WCHanson

Date: 12/13/12

Apt. # **811**

Site Manager: _____

Date: _____



ONE ELEVEN EAST KELLOGG BLVD.SAINT PAUL, MINNESOTA 55101

TEL (651) 227 9224 FAX (651) 227 9226



Specializing In
Natural Education

CONFIRMATION OF PROGRAM FORM

TO: Susan Selna

PHONE# 218-336-8865

This letter is considered confirmation of Critters and Company Inc.'s presentation on

Thurs
from Jan 15, 2013 from 8:45 AM to 10:45 AM

for Homecroft Eden To be performed at

4784 Howard Green Rd Duluth, MN
55803

Stued
8:45 AM
9:45 AM

Homecroft Eden agrees to pay Critters and Company Inc.

220 minus a discount* of 15%

for the 2 performance(s) of Friends & Chores

Additional expenses: Mileage 392 @ .30 = 118 Per Diem 1 @ 110 = 110

Total payment of (220 + 130) = 350 should be

made out to Critters and Company Inc. and handed to the presenter prior to the performance.

Homecroft Eden agrees to assume all responsibilities for accidents or

damages inadvertently caused by use of animals or birds on premises. This contract not obligate Critters and Company Inc., nor any of it's volunteers or staff, for any damages that occur prior to, during, or after the performance.

Please sign and return to Critters & Company. Upon receipt of this signed agreement the dates agreed upon will be considered confirmed. Please ~~confirm~~ retain one copy for your files.

Acknowledged by: W. Hanson

*Late payment forfeits discount

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Chris Bell (Impact Sports Training), an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: Conduct training sessions with Denfeld student-athletes for one on selected Monday and Wednesdays.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 3, 2012, and shall remain in effect until November 21, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Dates of training 10/3, 8, 10, 15, 17, 22, 24, 29, 31, 11/5, 7, 12, 14, 19, 21

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,812.50. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 6382 Beaver River Road, Duluth, MN 55803.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Title

Clerk

Title



Program Director

393-17-6231
Taxpayer Identification Number



Director of Business Service