



Onix Networking Customer Agreement

Google Apps Vault for Education

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and Duluth Public Schools -ISD709, an community school with offices located at 215 N. 1st Ave e. Duluth, MN 55802, hereinafter referred to as ("Customer"). Onix and Duluth Public Schools are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Apps and Google Apps Vault Reseller; and

WHEREAS, Customer wishes to license Google Apps Vault for Education under this agreement;

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Onix and Customer hereby agree as follows:

1. **User Licenses.** "User Licenses" means the Google hosted services currently known as "Google Apps Vault for Education" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
 - 1.1. "Users" mean staff of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
 - 1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses, or upon the Effective Date of this Agreement, whichever occurs first.
2. **Google Apps Vault for Education License.** Customer agrees execute and to comply with the terms and conditions of the "Google Apps for Education Agreement" and the "Amendment to Google Apps for Education Agreement" when Google Apps Vault for Education Licenses are purchased as specified in the Onix Networking Services Schedule (Exhibit A)..
3. **Google Apps Vault for Education**
 - 3.1. Customer is and will remain solely responsible for complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system. Customer acknowledges and agrees that Onix's and its supplier's responsibilities and liability do not extend to the internal management or administration of Customer's electronic messaging system or messages.
 - 3.2. At its initial purchase of Google Apps Vault for Education, Customer agrees to purchase Google Apps Vault for Education End User Accounts for all of its Staff who have Google Apps for Education End User Accounts. Customer may use Google Apps Vault for Education for Students and Alumni at no charge.
 - 3.3. After Customer has made its initial purchase of Google Apps Vault for Education, if during an Term Customer adds at least 20% more Staff Google Apps for Education End User Accounts than it purchased previously during that Term, Customer agrees to purchase Google Apps Vault for Education for those additional End User Accounts for the remainder of Customer's then current Google Apps Vault Term. In addition, upon each Term renewal, Customer agrees to purchase Google Apps Vault for Education for any additional Staff End User Accounts it adds beyond those purchased previously, for the remainder of Customer's then current Google Apps Vault for Education Term.
4. **Professional Services.** "Professional Services" means the Google Apps and Google Apps Vault professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
5. **Term.** The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Customer agrees to renew the product for one (1) subsequent twelve (12) month term, provided Onix has not breached the Agreement during the Initial Term. Thereafter, this Agreement shall be renewed automatically for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), unless terminated by either party (effective as of the end of the then current term) in accordance with Section 6.
6. **Termination.** The Agreement shall only be terminated or canceled as provided under this Section 6.
 - 6.1. The Agreement shall be valid for the Term unless terminated by the either party (effective as of the end of the then current Term) by providing the other party written notice sixty (60) days prior to the end of the applicable Term delivered in accordance with Section 21, "Notices".

- 6.2. If Customer violates its obligations under the Agreement, Onix may initiate termination of the Agreement by sending a written notice to Customer (the "Cancellation Notice") describing the noncompliance to Customer. Upon receiving Cancellation Notice, Customer shall have ten (10) days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten (10) day period, Onix shall have the right to cancel the Agreement upon further written notice as of the eleventh day after the date of Customer's receipt of the Cancellation Notice.
7. **Fees and Billing.** Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule on or after the Effective Date.
- 7.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
- 7.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
- 7.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
8. **Warranty.**
- ONIX MAKES NO WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT.
9. **Ownership.** The User Licenses and all intellectual property rights relating to the User Licenses are and shall remain the exclusive property of Onix's supplier. The Customer is granted a non-exclusive and non-transferable license to the User Licenses for the Term.
10. **Confidentiality.**
- 10.1. Confidential Information. "Confidential Information" is information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.
- 10.2. Confidentiality Obligations. The recipient will not disclose the Confidential Information, except to affiliates, employees, suppliers, and agents who need to know it and who have agreed in writing to keep it confidential. Those people and entities may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.
11. **Indemnity.**
- Customer will indemnify, defend and hold harmless Onix from and against all liabilities, damages and costs arising from a third party claim against Onix based upon or otherwise arising out of: (i) Customer Data ("Customer Data" means data, including email, provided, generated, transmitted or displayed via the User Licenses by Customer or Users, or (ii) Customer's or Users' use of User Licenses in violation of the Agreement.
12. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR OPERATION OF THE USER LICENSES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Customer acknowledges that the User Licenses are provided as a service by Google, and Onix disclaims Google's liability for any damages, whether direct or indirect, incidental or consequential, arising from Onix's distribution and resale of the User Licenses to Customer. Except regarding the indemnity obligations under Section 11, "Indemnity," in no event shall either party's liability for any damages hereunder exceed the amounts paid by Customer to Onix during the twelve (12) month period preceding the causation of the damages.
13. **Assignment.** All assignments of rights under the Agreement by Customer without the prior written consent of Onix shall be void. The foregoing notwithstanding, consent shall not be required for an assignment occurring as a result of the merger or other corporate reorganization of Customer or the sale of substantially all of Customer's assets to a third party which would assume Customer's obligations hereunder.
14. **Governing Law.** This Agreement is governed by Ohio law excluding Ohio's choice of laws rules.
15. **Severability.** If any term, condition or provision of this Agreement is held or determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

16. **Survival.** The rights and obligations of Onix and Customer contained in this Section and in Sections 9-12, 14 and 21 shall survive any expiration or termination of this Agreement.
17. **Waiver.** Failure to enforce any provision will not constitute a waiver.
18. **Headings.** The headings and titles of the various sections of this Agreement are intended solely for convenience of reference and are not intended to define, limit, explain, expand, modify or place any construction on any of the provisions of this Agreement.
19. **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
20. **Force Majeure.** Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.
21. **Notices.** All notices, acknowledgments or other written communications (referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address set forth on the first page of this Agreement, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., email, facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.
22. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies which taken together will constitute one instrument.
23. **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.
24. **Relationship of the Parties.** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.
25. **Third Party Rights.** Onix's licensors and/or suppliers have third party rights under this Agreement. Subject to the foregoing, no other person or entity shall have third party rights under this Agreement.
26. **Entire Agreement.** This Agreement and the Exhibits hereto and any documents expressly referenced herein or therein is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer: Duluth Public Schools
 Signature *Bill Hanson*
 Print Name Bill HANSON
 Title CFO
 Date 10/3/13

Onix Networking Corp.
 Signature _____
 Print Name Timothy S. Needles
 Title President / CEO
 Date _____

Exhibit A Onix Networking Services Schedule

Date	09/09/13	Customer	Duluth Public Schools-isd709	
Billing Information			Customer Contact Information	
Name	James Rawlyk	Name	James Rawlyk	
Address	215 N. 1 st Ave E.	Address	215 N. 1st Ave E.	
	Duluth, MN 55802		Duluth, MN 55802	
Telephone	(218)336-8754	Telephone	(218)336-8754	
Email	james.rawlyk@isd709.org	Email	james.rawlyk@isd709.org	
Activation Email	james.rawlyk@duluth.k12.mn.us	Contract Term	1 year	
Domain Name	isd709.org	Onix Rep	Becky Mitchem	
Please check one	<input checked="" type="checkbox"/> Purchase Order #		<input checked="" type="checkbox"/> Purchase Order Not Required	
User Licenses				
Description	(Annual) Unit Price	# Users/Mailboxes	(Annual) Total	
Goolge Vault EDU	10.00	150	1500	
	Total User License Fees			
Professional Services				
Description	Price	Quantity	Total	
	Total Services Fees			
	Total User License & Services Fees			1500
Services Billing Terms:	NET 30			
Notes:				

Annual
P.O.
FY '14

Onix Networking

Google Apps Vault for EDU

Google Vault EDU for:
Duluth Public Schools
215 N. 1st Ave. E.
Duluth, MN 55802

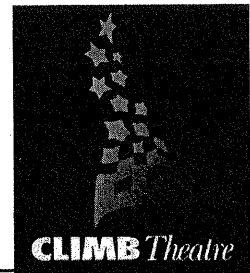
Aftn: James Rawlyk
Direct number: (218)336-8754 james.rawlyk@duluth.k12.mn

Quote #: ONCQ4186

Google

Date: September 9th, 2013
Becky Mitchem
Onix Networking Corp.
18519 Detroit Avenue
Lakewood, OH 44107
Ph: : 480-331-8020
Becky@onixnet.com

Part Number	Product	List Price	QTY	Price	Ext Price
GAPPSVAULT12MOEDU	Google Vault EDU	\$10.00	150	\$10.00	\$1,500.00
Total:					
This quote is valid for 30 days. Address Purchase Orders to: Onix Networking Corp. 18519 Detroit Avenue Lakewood, OH 44107 (800) 664-9638 216-529-3020 fax EFT: ABA (routing #) 04120055, Acct # 5337023435 DFAS: WInS (Web Invoicing System)					
Company Information: Onix Networking Corp. 18519 Detroit Avenue Lakewood, OH 44107 www.onixnet.com Status: Small Business Cage Code: 0ZZJ6 D&B Number: 80-7896121 Federal ID Number: 34-1729033					
Terms: Net 30 days from receipt of product and/or beginning of maint. or support					



CLIMB Theatre Master Contract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Billing Organization _____
ORG03720
Myers-Wilkins Elementary
1027 North 8th Street East
Duluth, MN 55805

Contact: Heilig, Stephanie • (218) 336-8860

Other Supporting Organization (if any) _____

THIS AGREEMENT is made and entered into as of 9/20/2013 by and between **CLIMB Theatre Inc.**, a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB") and Myers-Wilkins Elementary (hereinafter "Host Organization").

THE PURPOSE OF THIS AGREEMENT is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

The terms and conditions of this Agreement are as follows:

- 1. Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
- 2. Payment** - Host Organization shall pay to CLIMB a total of **\$4068** on or before 10-21-2013 by delivering payment to CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
- 3. Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
- 4. Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
- 5. Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
- 6. Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Host Organization.
- 7. Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
- 8. Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.

Date Time	Performance Site Name of Performance	Charges		Support Funds			Amount To Be Paid By		
		Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
10-21-13 8:00am	Lowell Elementary Bullying Prevention	1,127.00	300.00	549.00				0.00	878.00
Sections: 5	#Students: 137								
Gr/#Seen: K-5, 1x									
10-21-13 8:00am	Myers-Wilkins Elementary Bullying Prevention	1,127.00	300.00	549.00				0.00	878.00
Sections: 7	#Students: 143								
Gr/#Seen: K-5, 1x									
10-22-13 8:00am	Lowell Elementary Bullying Prevention	1,127.00		549.00				0.00	578.00
Sections: 4	#Students: 137								
Gr/#Seen: K-5, 1x									
10-22-13 8:00am	Myers-Wilkins Elementary Bullying Prevention	1,127.00		549.00				0.00	578.00
Sections: 6	#Students: 143								
Gr/#Seen: K-5, 1x									
10-23-13 8:00am	Lowell Elementary Bullying Prevention	1,127.00		549.00				0.00	578.00
Sections: 4	#Students: 137								
Gr/#Seen: K-5, 1x									
10-23-13 8:00am	Myers-Wilkins Elementary Bullying Prevention	1,127.00		549.00				0.00	578.00
Sections: 6	#Students: 143								
Gr/#Seen: K-5, 1x									
Totals		6,762.00	600.00	3,294.00				0.00	4,068.00

*** Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

Peg Wetli, Executive Director
CLIMB Theatre

Date

WCHanson

Signature

10/3/13

Date

CFD

Title

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Independent Schopl District #709, a public corporation, hereinafter called District, and Ranee Seder, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Oct 7, and shall remain in effect until Dec. 12, 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.** (insert programs or services to be performed by contractor)
Coach and supervisor for Lowell Knowledge Bowl as part of the integration plan.

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 \$ 550⁰⁰. 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 _____ (mailing address including Zip Code).

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.

Rance Soeder Rance Soeder 4732128348
Contractor SSN/ Tax Identification Number

10/1/13
Date

Mr. Howes 3 → [Signature]
Program Director

10/9/13
Date

W C Hanson
Director of Business Service / Superintendent of Schools

10/7/13
Date

School Assembly Contract for HALO

~ Chozen Studioz LLC. ~

Thank you for expressing interest in **Halo**. This contract has been formulated to avoid any confusion between you and the entertainment company **Chozen Studioz**. **Chozen Studioz** accepts the information you have provided below as complete and accurate. Signing this agreement indicates that you have received, read, and will comply with this *Contract and Technical Rider*. Please return this Contract and Technical Rider promptly to secure the performance date you have requested.

Halo is scheduled to appear, at the request of:

Denfeld High School (sponsor's name),

on the 21st day of October at: 9:35 am.

This venue is located at: (address) Denfeld High School
c/o Tom Tusken
401 North 44th Ave. West
Duluth, MN 55807

Contact information is as follows:

Contact Person: Tom Tusken

Phone: 218.336.8830 x 2333

Alternate Phone: _____

Email: Thomas.Tusken@duluth.k12.mn.us

Halo should arrive for sound checks at 8:00 am, with a

performance start time of 9:35am. It is requested of **Halo's**

set/performance be a period of 50 minutes (set time in minutes or hours).

If **Halo** is traveling by air, please have the airline ticket information sent 2 weeks (or more) prior to travel date of na and have someone scheduled to meet the artist(s) at the terminal for pick up. Otherwise if artist(s) are to be driving, Car Rental and/or directions need to be furnished 2 weeks (or more) prior to the travel date of na.

Halo will receive an honorarium of \$ \$1100.00. The Honorarium Price has been reduced and is contingent upon this Marketing Agreement:

1. Denfeld's High School Principle will write a letter of recommendation.
2. The Princiole will send the letter of Recommendation with the www.HaloSpeaks.com website to 5 other Principles. These need to be BCC to ChozenStudioz@gmail.com within 30 days after your Event on October 21st, 2013.
3. Denfeld's AV Students will videotape the Complete Performance.

The performance date is not fully confirmed until **Chozen Studioz** has received a non-refundable deposit

of \$ 550.00 and this signed contract and technical rider. The balance of the honorarium and mileage (if artist(s) drive own vehicle over 30 miles) must be paid on the day of the performance prior to the concert. Mileage will be set at national average of \$0.56/mile.

Also, as a suggestion it has been best recieved by our audiences if there is a certain time designated for a meet and greet after event. School assemblies usually choose

lunch hours. **Your suggestion:** _____

Halo will have merchandise to sell at your event.

Please designate a specific area that you are pleased with and a 6ft. table.

This is preferably set up in the same area as the meet and greet (explained below).

Prior to your scheduled event, please announce that **Halo** will have merchandise to be sold. This will help prepare your audience for a timely and smooth purchase process with no disruption to other students.

At the request of your students are we allowed to take individual pictures? **Y or N**

At the beginning of assembly or event may we be allowed to take a group picture of the attending audiences? **Y or N**

Please make deposit checks and final checks payable to: "Chozen Studioz LLC." This contract will be considered void and cancelled if the Contract, Tech Rider and deposit amount listed is not received by Monday, October 14th, 2013.

Deposit due date: Monday, October 14th, 2013

Final Payment Due Date: Monday, October 21st, 2013 prior to Event

*Thank you again for considering **Halo** to be a part of your event.*

(Please sign below)

Authorized Signature

W. Hanson

Date

10/9/13

Chozen Studioz S.M.Smith Date

Additional comments: Please Review Tech Rider for detailed information

****Cancellations within 20 days of scheduled event results in full balance due of the honorarium****

Return signed Contract and Tech Rider to:
Chozen Studioz % J & S Smith
1421 Highland Ave. ~ Cloquet MN, 55720
218-349-6191
www.HALOSpeaks.com

Halo

TECHNICAL RIDER

Please make sure the checked categories are referenced for your event for full preparation.
We are excited to come and would like as much detail covered to give you the ability to expect your highest expectations.
Thank you!

VENUE

A neutral site such as a civic center, municipal auditorium, high school or college facility will enhance the idea that the concert is intended for everyone (rather than a single group). However, **Halo** enjoys performing in schools and private institutions. Please do keep in mind stage size, air conditioning, and acoustics when planning your event. Lastly, if you are planning an outdoor event, plan also for a secondary site in case of inclement weather.

STAGE

A minimum stage size of 20' X 40' is preferred; it is necessary that the stage be very sturdy. Please be sure the stage is clear and the auditorium/arena is open at least 2 hours before event for closed sound check. For any questions regarding the stage, contact management at: Jesse Smith 218-349-6191.

STAGE NEEDS

1 VERY STURDY/SOLID 6ft minimum size table to support the DJ equipment set up and record crates.

OUTDOOR EVENT

* 1 Tent 6x8 ft min size: If event will be held outdoors it is necessary to have a tent to cover the DJ equipment. The tent should be a minimum size of 6x8 ft. Tent would protect the DJ equipment from Sun/heat damage, as the records will warp when exposed to sunlight. In addition, tent will protect the DJ equipment from rain, which can cause electrical shorts/damage to the electrical components. Rain or shine, please make no exceptions.

PROMOTING/MARKETING EVENT

Please make sure all-promotional material use the name "**Halo**", also the www.HaloSpeaks.com web page.

SOUND

It has become evident over the years that a good, quality, high-powered system dictates the difference between a good performance and a great one. **Halo**'s live performance instruments are: 2-turn table set ups, an iPod and/or Cd player (if DJ is booked for a different show), and acoustic guitar. It is essential that the following equipment be provided to ensure quality sound:

1 - VERY SOLID/STURDY 6ft minimum size table to support a set of turntables and record crates.

2 - Power strips (1 under the table, 1 on the table) Extras are not required but helpful.

4 - Direct box inputs to the mixing console at the DJ table on stage, 2 for the turntable set up and 2 for the iPod/Cd player. Can be XLR or ¼ inch.

1 – Microphone with 2 boom stands. (cordless microphone if possible).

2 - Monitors left and right side of the 6ft table for DJ set up.

1 - Power cord extension to reach strips from house ac power outlet.

Provide a “Concert series” mixing console (a minimum console would have 16 channels) & amplification sufficient to power the speakers/sound system for the room.

Main speakers capable of handling deep, bass music if you do not have the above sound equipment. Please be sure the stage is clear and the auditorium is open at least 2 hours for closed sound check.

Please provide bottled water that is accessible from the stage during the event.

LIGHTING

Lighting should be, at minimum, able to brightly light the stage area. Additional special effects and lighting techniques are welcomed.

***We can provide special effects and lighting techniques at an additional cost.*

CONCESSIONS/PRODUCT SALES

The sale of **Halo's** promotional materials is sold at all events. Please have an additional 6-foot table available for **Halo's** merchandise only. Please (if possible) provide a trustworthy and personable volunteer to be available prior to event time to assist with sales. They should plan on remaining at the table for the duration of the event. (School assemblies are not requested to provide this)

DRESSING ROOMS

Please have a room available for **Halo** with adequate space and privacy to change clothing, pray. Ideally, the room should have restroom facilities, a mirror, and be completely lockable to ensure the safety of personal property. If rooms aren't lockable, please station someone there for the duration of the concert to secure the room.

FOOD

Due to the time factor involved, **Halo** depends on you to provide meals upon arrival. You may prefer to provide the meal per diem. If this is the case, please contact ahead of time for arrangements. The most important item you could provide is plenty of water and energy drinks during, and after the concert.

_____ **LODGING (IF APPLICABLE)**

As with meals, **Halo** depends on you while they are on the road. We ask that clean, adequate hotel lodging be provided (pre paid please) during their time with you. In most cases, one room will be sufficient.

Please email hotel reservation information to ChozenStudioz@gmail.com

_____ **TRAVEL (IF APPLICABLE)**

_____ **MILEAGE**

A distance driven over 30 miles to you event site will need to be monetarily covered. Mileage will be set at national average of \$.55 per mile.

_____ **FLIGHTS**

Please submit all flight itineraries 2 weeks or more prior of departure, please route flights out of Duluth International Airport (if possible), E Tickets are preferred, If possible, please book DELTA AIRLINES due to the fact of reducing the additional/excess baggage charges for music equipment.

Please email information to info@halomuzic.com

_____ **CAR RENTAL**

Please submit all car rental itineraries 2 weeks or more prior of arrival.

Please email information to info@halomuzic.com

_____ **TRAVEL EXPENSES**

If any travel expenses are incurred (ex: Car Rental, gas, tolls, travel taxes/expenses, meals, additional/excess airline baggage charges, etc.) **Halo** will turn in receipts on or before scheduled event for reimbursement.

_____ **ARRIVAL**

Halo usually arrives at the concert venue 1-2 hours prior to concert time. Due to the touring schedule the **Halo** may have to travel overnight. Many times this means arriving in the wee hours of the morning. Naturally, **Halo** artists need to go directly to a hotel for rest, meal and shower. If this were the case, it would be necessary to make hotel arrangements for the night prior to the concert as well as the concert night.

_____ **PAYMENTS**

Any unpaid previous balances are due prior to performance time. Final payment outside honorarium does not need to be paid until day of scheduled event prior to start time.

Make all checks payable to: Chozen Studioz LLC.

For further information or clarification, please contact us at:

Contract/Admin Details: **Shanna** ChozenStudioz@gmail.com or 218.343.9425

Event Details: **Jesse** Info@HaloMuzic.com or 218-349-6191

Important!

Please note signing the "Concert Contract" shall indicate that you have read, agreed and complied with both the Technical Rider and the Contract. Thank you in advance!

HaloSpeaks.com



2101 14th Street • Cloquet, Minnesota 55720
218-879-0800 • 1-800-657-3712 • TTY 218-879-0805
Fax 218-879-0814 • www.fdlccc.edu

A member of the Minnesota State Colleges and Universities System

October 9, 2013

Dear Superintendents, Principals, and Coordinators:

I hope the school year is going smoothly. College in the Schools is off to a good start at the college. Again, I thank you for getting class rosters and testing done by June 15th. This helped the process tremendously.

I have enclosed the contract for the 2013-2014 school year, a list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, and an invoice for the school year. Please sign and return the contract to the college.

If you have any questions, please call me at 218-879-0795 or email dpaulson@fdlccc.edu.

Thank you,

A handwritten signature in black ink, appearing to read "Damien Paulson". The signature is fluid and cursive.

Damien Paulson
Coordinator CITS and Placement Tests
2101 14th Street
Cloquet, MN 55720

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2013/2014

Duluth Denfeld High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	✓ Ethan Fisher
POLS 1010- American Government	2	3	✓ Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	✓ Jacalyn Ring (N)
Science:			
PHYS 1001- Introduction to Physics	AY	4	✓ Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	✓ Robert Fox (N)

5 Classes X \$1,500= \$7,500

Handwritten signature

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2013/2014**

Duluth East High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Law Enforcement:			
LAWE 1001- Introduction to Crim. Just.	X	3	Susan Schmidt
LAWE 1001- Introduction to Crim. Just.	2	3	Susan Schmidt
<i>2 sections</i>			
Political Science:			
POLS 1010- American Government	1	3	Susan Schmidt
POLS 1010- American Government	2	3	Susan Schmidt
Psychology:			
PSYC 2001- General Psychology	1	4	Jon Flaa
PSYC 2001- General Psychology	2	4	Jon Flaa
Science:			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford

8 Classes X \$1,500= \$12,000

Customer ID: 00023044

Invoice Date: 10/09/2013
Due Date: 11/08/2013
Invoice Number: 00055785
Amount Due: \$19,500.00

Credit Card No:
Expiration Date:
Signature:
Amount:

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

Please return this portion with payment

Customer ID: 00023044

Invoice Date: 10/09/2013
Due Date: 11/08/2013
Invoice Number: 00055785

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

Remit To: Fond du Lac Tribal & Comm.Coll
Attn:Business Office
2101 14th St
Cloquet MN 55720

Contact Phone: (218)879-0795

Date	Description	Balance Due
****	*****	*****
10/09/2013	College in the High Schools Program	\$19,500.00
	Total Amount Due:	----- \$19,500.00

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2013-2014 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD 709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools shall have (1) a master's degree in the field to be taught; or (2) masters degree and 16 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director,

who will report to the Dean of Instruction, and to the high school principal.

- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or a score at or above the 70th percentile on a nationally standardized, norm-referenced test;

B. for seniors, class rank in the upper one-half of their class or a score at or above the 50th percentile on a nationally standardized, norm-referenced test;

C. A high school that wishes to have a college or university offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to 11th and 12th grade students who meet the PSEO eligibility requirements of Part 2, Subpart A may: request approval for an exception from the president of the college or university to allow 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. The academic skills assessment program shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

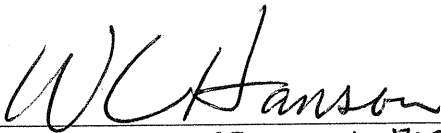
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.

10. The course will be at no cost to the student.


11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.

13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.



Superintendent CFO, ISD 709



Larry Anderson, President
Fond du Lac Tribal & Community College

**Duluth Public School District
AND
Minnesota Virtual Academy**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
DEAF/HARD OF HEARING
SPECIAL EDUCATION TEACHER SERVICES**

The following is an Agreement between *Duluth Public Schools*, (hereafter referred to as the Service Provider) and Minnesota Virtual Academy (hereafter referred to as MNVA). This Agreement shall be effective *September 5, 2013 – June 6, 2014*.

I. The Service Provider Agrees:

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIIPs documenting the need for such services under contract at MNVA. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the student's IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed (8) hours of Deaf/Hard of Hearing Special Education teacher for MNVA.

II. Minnesota Virtual Academy Agrees:

- A. To pay the Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at MNVA shall supervise the contracted services to ensure that services are provided in accordance with students' IEPs.

ADDITIONAL CONDITIONS

1. The Service Provider and MNVA will comply with all state and federal reporting requirements. The Service Provider and MNVA will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the MNVA and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by The Service Provider or MNVA at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to MNVA satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

CONFIDENTIALITY

Service Provider acknowledges that, during the term of this Agreement and in the course of performing Service Provider's obligations hereunder, Service Provider may have access to confidential information concerning MNVA and its students, Service Provider agrees to hold in strict confidence and in trust for the sole benefit of MNVA all confidential information and will not disclose any confidential information, directly or indirectly, to anyone outside of MNVA, or use, copy, publish, or summarize, such except during Service Provider's work for MNVA to the extent necessary to carry out Service Provider's responsibilities under this Agreement.

Service Provider understands that, by virtue of its performance under this Agreement, Service Provider may possess access to educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA") where Service Provider acts in the capacity of a 'School Official' with a legitimate educational interest. Service Provider acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Service Provider to criminal and civil penalties imposed by law. Service Provider further acknowledges that such willful or unauthorized disclosure also violates MNVA policy and could result in immediate termination of this Agreement.

SUBCONTRACTING Service Provider may not subcontract any of the Services without MNVA's consent which, in view of the personal nature of services to be provided by the Service Provider may be withheld at the sole discretion of Connections.

STATE AUDIT

The books, records, documents and accounting procedures of the Service Provider and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The Service Provider agrees to indemnify, save and hold MNVA; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Service Provider and its agents or employees.


ELECTRONIC SIGNATURES


This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Agreed to by:

Minnesota Virtual Academy

Duluth Public Schools
ISD 709

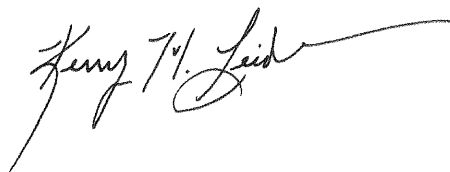
By 
Title Head of School / 612 Principal
Date 10-23-13

By 
Title CFO
Date 10/28/13

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: October 7, 2013

Re: Duluth Congregational Church Parking Lot Use Agreement – East High School

Enclosed please find two (2) copies of the Parking Lot Use Agreement between Independent School District #709 and The Duluth Congregational Church for the shared use of up to forty (40) parking spaces in the parking lot located at 3833 East Superior Street. This agreement covers the period from September 16, 2013 through May 31, 2014 at an estimated cost of \$1,700.00, which will be paid out of parking lot user fees.

I am recommending approval of the Agreement with the Duluth Congregational Church for parking lot use near East High School. If you concur, please sign both copies and return them to the Facilities Management office for processing.

If you have any questions, please call me at extension 3234.

Attachments

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 16th day of September, 2013, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Forty (40) parking spaces in the parking lot located at 3833 East Superior St. WCH
2. The term of the Agreement shall be from September 16, 2013 until May 31, 2014 or until terminated by either party upon 60 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO HUNDRED DOLLARS (\$200.00) per month.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.
9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

Parking Lot Use Agreement Between

The Duluth Congregational Church and Independent School District No. 709

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.


11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

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

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH


BY:


Chuck Voss, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY:


William C. Hanson
Director of Business Services