



**FACILITIES SOLUTIONS AGREEMENT**

Location No. 606- Spokane

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**

Date 6/15/2021

Customer/Participating Agency Hayden Canyon Charter School

Phone (208) 477-1812

Address 13590 N Government Way City Hayden State ID Zip 83835

**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price
27073	Sig Series Toilet Paper Case	\$14.84
20023	Sig Series Auto Paper Roll	\$7.80
27026	Sig Air Freshner Service	\$3.25
27070	Sig Series Hand Soap Bladder	\$6.50
8071	Sig Series Hand Sanitizer Bladder	\$9.80
27109	Sig Series Trash Can Liner Refill	\$17.50
45760	Disinfecting Wipe Roll	\$44.00
7432	Microfiber Towel	\$.16
7000	Microfiber Mop	\$.46
2650	Wet Mop	\$1.43

- This agreement is effective as of this date from 8/15/2021 to 8/15/2024, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ N/A ea      • Company Emblem \$ N/A ea
- Customer Emblem \$ N/A ea      • Embroidery \$ N/A ea
- COD Terms \$ N/A per week charge for prior service (If Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item 7432 % of Inventory 3 \$ 1.80 Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ N/A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ N/A per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ \_\_\_\_\_
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

**FACILITY SERVICES PRODUCTS PRICING:**

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	10189	3x5 Extraction Mat	W	1	\$4.80
	10192	4x6 Extraction Mat	W	1	\$5.65
	10202	3x10 Extraction Mat	W	1	\$6.40
	2272	Neutral Floor Cleaner	W	1	\$.73
	2295	Restroom Disinfectant (Mop Bucket)	W	1	\$1.42
	2276	Restroom Disinfectant (Spray Bottle)	W	1	\$2.80
	2275	Glass Cleaner	W	1	\$1.84
	2277	Neutral Disinfectant	W	1	\$1.50

\*Indicated bundled items/services

- Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase  
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 606- Spokane CUSTOMER: Amy Thompson  
 Please Sign Name \_\_\_\_\_  
 By: Kyle Caroddo Please Print Name Amy Thompson  
 Title: Education MAM Please Print Title Board Chair, HCCS  
 Accepted-GM: \_\_\_\_\_ Email clamb@haydoncanyoncharter.org

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Quantity	Description	Total
7.00	Voice - IP Hosted with Handset - Standard	\$160.65
1.00	Voice - FCC Regulatory Fees and Surcharge	\$20.88
	<b>Your Price:</b>	<b>\$181.53</b>
	<b>Total:</b>	<b>\$181.53</b>

Prices are firm until 7/11/2021

Terms: Net 30

Quoted by: Andrew Baldrige, abaldrige@intermaxteam.com

Date: 6/11/2021

Accepted by: 

Date: 8/9/21



Intermax Networks  
7400 N Mineral Drive  
Suite 300  
Coeur D`Alene, ID 83815  
Phone: (208) 762-8065

**Prepared especially for**  
**Hayden Canyon Charter School**

**On Friday, June 11, 2021**

**Prepared by Andrew Baldrige**  
**[abaldrige@intermaxteam.com](mailto:abaldrige@intermaxteam.com)**

Proposal: 10414  
Created: 6/11/2021  
Printed: 6/11/2021

**Intermax Networks**  
 Phone: (208) 762-8065  
 7400 N Mineral Drive, Suite 300  
 Coeur d`Alene, ID 83815



**Quote**  
 No.: **15286**  
 Date: 1/17/2023

Prepared for:  
  
 Hayden Canyon Charter School  
 13782 N Government Way  
 Hayden, ID 83835 U.S.A.

Prepared by: Janie Tostengard  
 Account No.: 13193  
 Phone: (208) 477-1812

Quantity	Description	UOM	Sell	Total
16	Ubiquiti Networks UAP-AC-HD-US 802.11ac High Density Wave 2 Enterprise Wi-Fi Access Point	EA	\$419.00	\$6,704.00
1.00	Network Project Labor	HR	\$650.00	\$650.00

<b>Your Price:</b>	<b>\$7,354.00</b>
Sales Tax	\$402.24
<b>SubTotal:</b>	<b>\$7,756.24</b>
<b>Total:</b>	<b>\$7,756.24</b>

Prices are firm until 2/16/2023      Terms: Net 30

**Prepared by:** Janie Tostengard, jtostengard@intermaxteam.com

**Date:** 1/17/2023

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Intermax Networks**  
Phone: (208) 762-8065  
7400 N Mineral Drive, Suite 300  
Coeur d`Alene, ID 83815



**Quote**  
No.: **15302**  
Date: 1/18/2023

Prepared for:  
  
Hayden Canyon Charter School  
13782 N Government Way  
Hayden, ID 83835 U.S.A.

Prepared by: Janie Tostengard  
Account No.: 13193  
Phone: (208) 477-1812

Quantity	Description	UOM	Sell	Total
1.00	IT Service - Managed WiFi Service and Support - Additional Build	HR	\$400.00	\$400.00

**Your Price:** \$400.00

**Total:** \$400.00

Prices are firm until 2/17/2023      Terms: Net 30

**Prepared by:** Janie Tostengard, jtostengard@intermaxteam.com

**Date:** 1/18/2023

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_





**SYSTEM 2000 TRBO Net  
EQUIPMENT LEASE and SERVICE AGREEMENT**

This Equipment Lease (this "Lease") is made effective as of signing between the following parties:

**Lessor:** J&R Electronics Inc.  
14817 W. Highway 53  
Rathdrum, ID 83858  
(208)687-0700

**Lessee:** Hayden Canyon Charter  
Cynthia Lamb  
13782 N. Government Way  
Hayden, ID 83835  
(208)610-5445

And states the agreement of the parties as follows:

1. **Equipment Subject to Lease.** The Lessor shall lease the specific Motorola two-way radio communication equipment listed:  

(Refer to Contract Equipment List page of this agreement)

The Lessor warrants that the equipment is in good working condition and is fit for the particular purpose for which such equipment is normally used.
2. **Lease Payments.** The Lessee shall make 60 monthly payments of \$140.00 each. Payments shall be due on the 1st day of each month with the first payment and upfront fees due upon signing of this agreement. Lease payments are due whether or not the Lessee has received notice of payment. Sales Tax is in addition to this amount, where applicable.
3. **Setup Fees.** The Lessee shall pay programming and setup fees as stated in the Contracted Equipment List. Please see the breakdown of these charges on the Contracted Equipment Price List page of this agreement.
4. **Risk of Loss or Damage.** The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received, normal wear and tear accepted. Provided however, that where any loss or damage to the equipment is attributable to the negligence or fault of Lessor, Lessee shall bear no risk of loss.
5. **Lease Term.** This Lease shall begin on the start date indicated on the signature page and the Contract Equipment List page and shall terminate on the last day of the 60<sup>th</sup> month thereafter. Written notification is required 60 days prior to contract end date if you intend to discontinue service at the end of the term. If notice is not received, the contract will automatically convert to a month to month agreement at the rates at that time.
6. **Option to Extend**  
At the end of the 60 month agreement, a 24 month extension may be opted into by the Lessee, to guarantee rates will remain the same as the original contracted rate.
7. **Additional Equipment:** If Lessee adds any additional equipment or radios to this lease, said equipment will be subject to its own 60 month agreement, which will begin when new equipment is installed or activated. Basic Installation/ Setup will be \$150 per radio plus the First month of service, unless otherwise negotiated in writing.



8. **Care and Operation of Equipment.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, including registration and/or licensing requirements, if any.
9. **Alterations.** Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.
10. **Maintenance and Repair.** The Lessor shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear. Lessee will be responsible for any loss or damage costs, up to and including replacement at MSRP pricing or actual repair costs, whichever is applicable.
11. **Lessor's Right of Inspection.** The Lessor shall have the right to inspect the equipment during the Lessee's normal business hours.
12. **Return of Equipment.** At the end of the Lease Term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's own expense within 10 working days after lease termination. All equipment, which includes Antennas, DC Cables, Brackets, Microphones, Power Supplies and the radio itself, to be returned in good working, undamaged, used condition with normal wear and tear.
13. **Option to Renew.** If the Lessee is not in default under the terms of this Lease, the Lessee shall have first option to lease the equipment on such terms as the parties may agree at that time. The Lessee shall exercise this option by providing written notice to the Lessor of such intent at least 90 days prior to the end of the Lease Term.
14. **Acceptance of Equipment.** The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such items of equipment and the description of the equipment in block one of the lease. If the Lessee fails to provide such notice in writing within 5 days after the delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified.
15. **Ownership and Status of Equipment.** The equipment will be deemed to be personal property of the Lessor, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of claim, levy, lien, or legal process issued against the lessee that may or may not include or effect Lessor's equipment.
16. **Indemnity of Lessor for Loss or Damages.** If the equipment is damaged, stolen, or lost, the Lessor shall have the options of requiring the Lessee to repair or replace the equipment. Provided however, that where any loss or damage to the equipment is attributable to the negligence or fault of the Lessor, Lessee shall not be required to repair or replace the equipment. Lessee will be responsible for the replacement cost of any equipment lost, stolen or damaged beyond feasible repair as determined by Lessor. Damaged or loss of equipment does not end the contractual required payments per this agreement.
17. **Liability and Indemnity for Personal Injuries.** Liability for personal injury, disability and death of workers and other persons caused by operating, failure to operate, handling or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and all such liability. Provided however, that where any such personal injury, disability or death is directly attributable to the negligence or fault of the Lessor, Lessee shall not be required to indemnify and hold harmless from such liability.
18. **Casualty Insurance.** The Lessee shall insure the equipment in an amount of at least \$1,000.00 per radio.
19. **Liability Insurance.** During the term of this Lease, the Lessee shall maintain public liability insurance of at least \$1,000,000.00 regarding the equipment.



20. **Default.** The occurrence of any of the following shall constitute a default under this Lease:
- a. The failure to make a required payment under this Lease when due.
  - b. The violation of any other provisions or requirement that is not corrected within 5 days after written notice of the violation is given.
  - c. The insolvency or bankruptcy of the Lessee or Lessor.
  - d. The Subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
21. **Rights of Default.** If the Lessee is in default under terms of this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The Lessee shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.
22. **Notice.** All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.
22. **Assignment.** The Lessee shall not assign or sublet this Lease or any equipment leased under the Lease or any interest in this Lease or equipment, unless the Lessor's prior written consent is obtained.
23. **Entire Agreement and Modification.** This Lease constitutes the entire agreement between the parties. No modification or amendment of this lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties. (Lessee and Lessor)
24. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Idaho.
25. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
26. **Wavier.** The failure of either party to enforce any provisions of this Lease shall not be construed as a wavier of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

Agreed this Date: 10/23/2020

Lessor:  
J&R Electronics, Inc.

By: \_\_\_\_\_  
Ian Caldwell, Vice President

Lessee:  
Hayden Canyon Charter

By: Amy Thompson

Name & Title: Amy Thompson, Board Chair





**CONTRACTED EQUIPMENT**

Equipment Type	Equipment Description	Contract Term	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
Portable TRBO Radio	Motorola XPR7550	60	4	35.00	150.00	140.00	600.00
	Installation/ Setup		4				
	<b>Subtotal</b>					140.00	600.00
Base TRBO Radio	Motorola XPR5550 w / Power Supply	60	0	35.00	150.00	0.00	0.00
	Installation/ Setup		0				
	<b>Subtotal</b>					0.00	0.00
Mobile TRBO Radio	Motorola XPR5550	60	0	35.00	150.00	0.00	0.00
	Installation/ Setup		0				
	<b>Subtotal</b>					0.00	0.00
AVL Service	Mobile AVL Service	60	0	5.00	50.00	0.00	0.00
	GPS Antenna		0				
	<b>Totals</b>					140.00	600.00

MRC = Monthly Recurring Charge

NRC = Non Recurring Charge







AGREEMENT

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Hayden Canyon Charter School

ADDRESS: 13782 N. Government Way Hayden ID 83835

CONTACT NAME: Cynthia Lamb

PHONE #: (208) 477-1812

FEDERAL TAX ID #:

EQUIPMENT AND PAYMENT TERMS

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING

Kyocera TASKalfa 6003i

PaperCut Device License Qty 2

PaperCut Maint & Support 5 Years

MONTHLY PAYMENT AMOUNT: \$243.81 (PLUS TAX)

TERM IN MONTHS: 60

SECURITY DEPOSIT: \$0.00

ORIGINATION FEE: \$75.00 (PLUS TAX)

EQUIPMENT LOCATION: As Stated Above

SEE ATTACHED SCHEDULE

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

X Amy Thompson

SIGNATURE

Amy Thompson, Board Chair, HCC 16 June 2021

PRINT NAME & TITLE

DATE

OWNER ("we", "us", "our")

Kelley Connect

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

22710 72nd Ave S Kent, WA 98032-1926

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.

SIGNATURE: X Amy Thompson

INDIVIDUAL: Amy Thompson, Board Chair, HCC DATE: 16 June 2021

SIGNATURE: X

INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME & TITLE: DATE:

## ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the booked residual of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the booked residual of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
9. **LAW, JURY WAIVER: Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
10. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30<sup>th</sup> of the Monthly Payment for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
11. **MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.



22710 72<sup>nd</sup> Ave S  
 Kent, WA 98032  
 kelleyconnect.com

P: 206.284.9100  
 F: 206.285.4023

# MAINTENANCE AGREEMENT

Bill To:  
**Hayden Canyon Charter**

---

Customer Name:  
**Cynthia Lamb**

---

Address:  
**13782 N. Government Way**

---

City/State/Zip:  
**Hayden**

---

Phone#: Fax #:  
**2084771812**

---

Customer Contact:  
**Cynthia Lamb**

---

Contact's Email:  
**clamb@haydencanyoncharter.org**

Equip Location (if different than Customer Bill To #)

---

Customer Name:

---

Address:

---

City/State/Zip:

---

Phone #: Fax #:

---

Customer Contact:

---

Contact's Email:

B&W Billing Frequency				COLOR Billing Frequency			
BASE		OVERAGES/CPC		BASE		OVERAGES/CPC	
<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Semi Annual	<input type="checkbox"/> Monthly	<input type="checkbox"/> Semi Annual	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Semi Annual	<input type="checkbox"/> Monthly	<input type="checkbox"/> Semi Annual
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly	<input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly	<input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly

Equipment Covered		
Equip ID	Model #	Serial #
	Kyocera 4053	
	Kyocera 6003i	

B&W			
Base*	Min. Print Allowance	CPC Overages	Start Meter
15,000		.0099	

COLOR			
Base*	Min. Print Allowance	CPC Overages	Start Meter
2000		.0650	

\* Base and Allowance are per billing frequency

Total for ALL Machines if not billed separately

**\$278.50**

Effective Date

Additional Terms: \_\_\_\_\_

### CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of and agree to be bound by Kelley Connect additional sales terms and conditions, which are incorporated herein.  
 This is a non-cancellable three year agreement.

Customer Signature

*Amy Thompson*

Printed Customer Name

*Board Chair, HCCS*

Customer Title

*16 June 2021*

Date

Accepted by Kelley Connect

Date

PLEASE SIGN AND RETURN TO:

Kelley Connect, 22710 72<sup>nd</sup> Ave S, Kent, WA 98032

## Kelley Connect Maintenance Agreement Terms & Conditions

Kelley Connect (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

**MAINTENANCE:** Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Connect Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is cause by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

**MAINTENANCE TERM:** This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customers equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

**BREACH OR DEFAULT:** If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver of any other or subsequent breach.

**PRORATIONS AND TRANSFERS:** If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

**HARDWARE CONNECTIVITY/SOFTWARE SUPPORT:** Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

**METER READINGS:** The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

**OVERAGE COST ADJUSTMENT:** At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy. Any modification or addition to the equipment listed may increase the base and cost per copy rates.

**CUSTOMER OBLIGATIONS:** You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.



# PROPOSAL / SALES / MONITORING AGREEMENT MOON SECURITY SERVICES, INC.

78-101234

P.O. Drawer B • Pasco, WA 99302  
(509) 545-1881 • 1-800-722-1070 • Fax: (509) 545-4585  
consult@moonsecurity.com • www.moonsecurity.com

SITE ADDRESS:

BILLING ADDRESS:

Hayden Charter School  
13782 Government way  
Hayden, Idaho 83835  
T: . E: clamb@haydencanyoncharter.org

Hayden Charter School Attn: Cynthia Lamb  
13782 Government way  
Hayden, Idaho 83835  
T: . E: clamb@haydencanyoncharter.org

QTY	DESCRIPTION
1	COMMUNICATOR UNIVERSAL LTE ALARM
1	ANTENNA 3DB MEG
1	50' CABLE

SYSTEM SUBTOTAL	\$457.58
SUBTOTAL	\$457.58
TAX	0.00% \$0.00
<b>GRAND TOTAL</b>	<b>\$457.58</b>

1st Instalment - Due Upon Signing  
50% \$228.79

Final Payment - Due Upon Completion  
50% \$228.79

Additional 3% charge on credit card transactions.

Moon Security will provide UL central station monitoring for the fire alarm system through cellular communications.  
We will provide Annual fire alarm inspections.  
We will provide UL Central station monitoring for the Security system through network communications  
We will provide the DMP Virtual keypad APP for programming the Access control and Security system.  
We will provide monitoring for the Sewer system panel through the security system. Note all connection from the sewer control panel to the security panel will be made by the electrical contractor. No additional monitoring charges for this service.  
The camera system APP is a free service.  
Owner will provide all network connections to the security/access system and the camera system.

RECURRING	MONTHLY
Basic Commercial Monitoring Basic Commercial Monitoring	\$39.00
Basic Fire Monitoring Basic Fire Monitoring	\$44.00
Fire Alarm Inspection FIRE ALARM INSPECTION (PRICE VARIES)	\$40.00
DMP Virtual Keypad App Provides the ability to access a number of security system keypad functions remotely.	\$45.00
FIRE CELL MONITORING FOR FIRE ALARM CONTROL PANELS	\$25.95
<b>Total</b>	<b>\$193.95</b>

\*This Proposal/Agreement may be voided if not signed by authorized manager within 30 days.  
\*Customer understands that they are responsible to furnish and maintain an analog landline or purchase a digital communicator to be able to communicate signals to MSSSI Central Station.

Customer agrees to pay \$193.95 per month for a period of 3 year(s) as set forth in Table IV from the date system is operative under this service agreement. After the 3 year(s), this agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least thirty days prior to the anniversary date. MSSSI must be allowed unfettered access to site for service termination. Failure to do so will result in continuation of contract billing. MSSSI shall have the right to change the monitoring/service/warranty rates after the first year of the initial term of the contract with 30 days written notice.

IT IS UNDERSTOOD THAT MOON SECURITY SERVICES, INC. IS NOT AN INSURER. THAT INSURANCE, IF ANY SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO MOON SECURITY SERVICES, INC. HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. MOON SECURITY SERVICES, INC. MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF MOON SECURITY SERVICES, INC. TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THE CONTRACT TO PROVIDE FOR FULL LIABILITY OF MOON SECURITY SERVICES, INC. AND AGREES THAT MOON SECURITY SERVICES, INC. SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OF SYSTEM IS DESIGNED TO DETECT OR AVOID. THAT IF MOON SECURITY SERVICES, INC. SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO \$250.00 AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY; AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF MOON SECURITY SERVICES, INC., ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST MOON SECURITY SERVICES, INC. LATER THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFOR. IT IS FURTHER AGREED THAT LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INSURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED MOON SECURITY SERVICES, INC. COMPANIES. IF THE CUSTOMER DESIRES MOON SECURITY SERVICES, INC. TO ASSUME A GREATER LIABILITY, MOON SECURITY SERVICES, INC. SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY MOON SECURITY SERVICES, INC. OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD MOON SECURITY SERVICES, INC. AS AN INSURER. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST MOON SECURITY SERVICES, INC. FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD MOON SECURITY SERVICES, INC. HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.  
IF ABANDONED LOW VOLTAGE WIRE IS PRESENT, WHETHER INSTALLED BY MSSSI, OWNER OR OTHER VENDOR, THE CUSTOMER AT HIS EXPENSE, SHALL HAVE ALL WIRE REMOVED ON A TIME AND MATERIAL BASIS.

**OFFICE USE ONLY**  
Acct # \_\_\_\_\_  
Billing Cycle:  
 Month  Quarter  Semi-Annual  Annual

**Transaction Type** **TABLE I**  
 Direct Sale - Equipment shall become property of the customer upon payment of system price indicated herein.  
 System To Remain Property of MSSSI - See paragraph "P" on the reverse side of this agreement.  
 Promo Package Sale/Rental - See paragraph "Q" on the reverse side of this agreement.

**★ Dispatch** **TABLE II**  
 Please do not dispatch on burglar alarm signals for 7 days once system is online.

**★ Back-Up Communications** **TABLE III**  
I understand my alarm system will not send signals if phone lines are disabled, cut or go out. MSSSI recommends a redundant backup means of communication in the form of Long Range Radio or Cellular (Depending on location).  
 Decline - I would like to decline this added protection at this time.  
Please INITIAL if declined

**Monthly Service & Fees** **TABLE IV**

**TYPE OF MONITORING SERVICE**  
 Fire  Burglary  Holdup  Duress  Supervisory

**MONITORING SERVICE FEES**

Fire Monitoring	\$ 44
Basic Security	\$ 39
Basic Plus	\$
Extended	\$
Open/Close Reports	\$
Partition(s) ( )	\$
Keyholder ( ) Annual ( ) Monthly	\$
First Response	\$

**PREMIUM SERVICE FEES**

Monthly ( ) Lease ( ) Rental	\$ 25.95
Cellular Backup**	\$ 40
**Equipment and Installation not included	
System Inspection ( ) Semi ( ) Annual	\$
Service Agreement	\$
Sensitivity Testing	\$
Extended Warranty	\$
Other DMP/VK	\$ 45
<b>MONTHLY RECURRING TOTAL*</b>	<b>\$ 193.95</b>

\* Plus applicable taxes

Prepared by [Signature] Date 8/14/20

Authorized Manager<sup>1</sup> of MOON SECURITY SERVICES, INC. Date [Signature]

**Customer Acceptance:**  
IN ACCEPTING THIS PROPOSAL, CUSTOMER AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THOSE ON THE REVERSE SIDE. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS ON REVERSE SIDE.

★ Amy Thompson - Hayden Canyon Charter School  
Customer Name (please print)  
★ Amy Thompson Board Chair  
Customer Signature Title Date 14 Aug 2020

<sup>1</sup> This Agreement is not binding unless approved in writing by an authorized Manager of MOON SECURITY SERVICES, INC. In the event of failure of such approval, the only liability of MOON SECURITY SERVICES, INC. shall be to return to the Customer the amount, if any, paid to MOON SECURITY SERVICES, INC. upon signing of this Agreement.

## TERMS AND CONDITIONS

**A. Signal Receiving and Notification Service** shall be provided by MOON SECURITY SERVICES, INC. (Herein after referred to as MSS) if the reverse side of the Agreement includes a charge for Signal Receiving and Notification Service and in the event an alarm signal registers at MSS Central Station, the signals received will be handled as determined by the following standards: UL827, UL681, NFPA72 or city, county, state or federal authorities having jurisdiction.

**A.1.** In the event ALARM VERIFICATION SERVICE is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single two sensing device, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted.

**A.2.** It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

**A.3.** The Customer represents that any vault to be protected by MSS hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters Laboratories Inc.

**A.4.** The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Schedule of Protection prior to setting the alarm system for closed periods, according to procedures prescribed by MSS, and to notify MSS promptly in the event that such equipment fails to respond to the test.

**A.5. Communication Facilities -**

**A.5a. AUTHORIZATION -** Customer authorizes MSS to make requests for information, service, orders or equipment in any respect on behalf of Customer to a telephone company (THE Telephone Company) or other entity providing facilities, dial-tone or services for transmission of signals under this agreement.

**A.5b. DIGITAL COMMUNICATOR -** If connection to the MSS Central Station is to be by Digital Communicator, the Customer agrees to provide a connection via a registered telephone jack or plain old telephone service line required for the MSS equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 10 feet of the MSS Control Panel. If requested by the Customer, MSS shall provide such connection at the cost of the Customer. The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that MSS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.

**A.5c.** The Customer understands and agrees that the Telephone Company may choose to limit its liability for the failure of the communication facilities. It is the Customer's responsibility to get the Telephone Company's policies and limitations of liabilities with regards to alarm signals.

**B. WARRANTY:** If direct sale is indicated on the reverse side, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within one (1) year from the date of completion of installation will be repaired or replaced at MSS option with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be free of charge for a period of Ninety (90) days following the completion of the original installation. All equipment listed herein shall have a warranty only as provided by the manufacturer, not to exceed one (1) year.

**B-1.** This Warranty does not apply to the conditions listed below and in the event Customer calls MSS for service under the Warranty and upon an inspection by a MSS representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the MSS representative made for such work at MSS then applicable rates will be charged for labor and materials. Service will be furnished by MSS during its normal working hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays.

**B-2.** Conditions not covered by Warranty: A) Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse. B) Failure of the Customer to properly follow operating instructions provided by MSS at the time of installation or at a later date. C) Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s). D) Trouble due to interruption of commercial power or to the phone service.

**B-3.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING MSS NEGLIGENCE, SHALL BE REPAIRED OR REPLACED AS SPECIFIED ABOVE. MOON SECURITY SERVICES, INC. SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY MSS OR NEGLIGENCE OF MSS OR OTHERWISE.

**C. SERVICE:** If the reverse side of this agreement indicates this service is being provided, MSS will, upon Customer's request, provide ordinary service and repair of such system due to normal wear and tear and bear the expense thereof. The expense of all extraordinary service and repair due to alterations in the Customer's premises, alteration of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of MSS, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 10 feet of MSS Control Panel. It is mutually agreed that the work of installation and MSS repairs of the system shall be performed between the hours of 8:00 a.m. and 4:30 p.m., exclusive of Saturday, Sundays and holidays.

**C-1.** EXCLUSIONS: Service will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Memory), (5) Conditions not covered by Warranty listed above in paragraph B.

**C-2.** It is understood and agreed that MSS obligation relates to the service solely of the specific protection system, and that MSS is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by MSS.

**C-3.** If not contracted for before the expiration of the Warranty, MSS will enter into a Service Contract only after inspection of the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at MSS then prevailing rates.

**C-4.** INSPECTION: MSS will provide the number of inspections of the Alarm system only as specified on the reverse side of this Agreement between the hours of 8:00 a.m. and 4:30 p.m., exclusive of Saturdays, Sundays and holidays and subject to the exclusions set forth above for service.

**C-5.** If the Customer requests that the MSS representative remain at the premises pending Customer's arrival, and MSS agrees to comply, the Customer will be charged at MSS the prevailing rate for labor.

**D. IF CCTV EQUIPMENT IS INVOLVED,** Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as shelf or desk space for monitors.

**E.** A direct connection to the Municipal Police, Fire Department or other agency shown shall be provided if the reverse side of this agreement provides for such direct connect service. It is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other location and that the personnel of such Municipal Police and/or Fire Departments or other location are not the agents of MSS nor does MSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

**F.** At MSS option, the Customer may be charged for any false alarm caused by the Customer or for any unnecessary service run.

**G. CANCELLATION:** If Central Station or Direct Connection is furnished, this agreement may be terminated at the option of MSS. If MSS Central Station is substantially damaged by fire or catastrophe, or if MSS is unable to have connections or privileges necessary to transmit signal between the Customer's premises, MSS Central Station or the Municipal Fire or Police Department or other agency and MSS shall not be liable for any damages or subject to any penalty as a result of such termination.

**H.** It is understood and agreed that this agreement may be terminated by MSS in the event that the Customer fails to follow any recommendations MSS may make for the repair or replacement of defective parts of this system not covered under the Warranty or Service Contract or in the event that the Customer's failure to follow the operating instructions provided by MSS resulting in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

**I.** MSS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF MOON SECURITY SERVICES, INC., AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

**J.** This agreement is not assignable by the Customer except upon written consent of MSS first being obtained. MSS shall have the right to assign this agreement or to subcontract any of its obligations under this agreement without notice to Customer.

**K. SELLER'S RIGHT TO FILE MECHANIC'S LIEN.** Buyer acknowledges that he is aware that if the buyer defaults in the performance of any of the terms or conditions of this agreement, Seller may have the right to record a Mechanics Lien upon any property upon which seller has bestowed labor and/or furnished materials or appliances, for the value of such labor done, or materials furnished, and/or the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any person acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Buyer shall furnish seller with the names and addresses of the owner and construction lender, if any. Buyer additionally grants to seller a security interest in the system to secure any payments due under this agreement.

**L. DEFAULT.** In the event of any default on the part of the Subscriber, including but not limited to the failure to make any payment as agreed herein, one hundred percent (100%) of the unexpired term of this Agreement shall become immediately due and payable at the option of the Company. In addition, Subscriber agrees to pay to Company all sums to which Company may be entitled under the law of virtue of the said default, including attorney and/or collection fees. Removal of the system or equipment as herein above set forth shall not be considered to constitute a breach by the Company of this Agreement or waiver of the Company to any such damages. In the event Subscriber shall be delinquent in the payment of any of the services provided herein, Subscriber agrees to pay to Company interest at the rate of 18% per annum from the date of delinquency.

**M.** IN THE EVENT THAT BUYER SHALL BE DELINQUENT IN THE PAYMENT OF A PROGRESS PAYMENT OR ANY OTHER INSTALLATION CHARGE, THE BUYER HEREBY AGREES TO PAY TO SELLER INTEREST AT THE RATE OF 1 1/2% PER MONTH FROM THE DATE OF DELINQUENCY ON THE AMOUNT OF THE PROGRESS PAYMENT THEN DUE, OR THE MAXIMUM LAWFUL RATE ALLOWED IF SUCH IS GOVERNED BY STATUTE.

**N. ATTORNEY'S FEES:** In the event it shall become necessary for the Seller to institute legal proceedings to collect the cost of installation or any progress payments as set forth herein, then and in the event the unsuccessful party shall pay to then successful party reasonable attorney's fees. Venue shall be in Franklin County, Washington.

**O.** If the system is leased, MSS shall have the right to increase the annual service charge after 1 year. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 40% of the service charge remaining to be paid for the unexpired term of the agreement.

**P.** MSS may remove or upon written notice to the Customer, abandon in whole or part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Moon Security to collect any charges which have been accrued or may be accrued hereunder.

**Q.** MSS maintains ownership of equipment listed in Promo Package System and all aspects of Paragraph P apply. Any additional items (add-ons) will be considered a direct sale to the customer and shall become the ownership of the customer upon payment in full as detailed in this agreement. All warranties as described in Paragraph B of this agreement apply to both the Promo Package System and additional items. Promo package requires 3-year monitoring term. At the end of the initial term obligation, MSS shall transfer ownership of Promo Package Equipment to Customer.

**R.** The customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges above, that are imposed by any governmental body relating to the installation or service provided under this Agreement and to pay an increase in charges to MSS for facilities required for transmission of signals under this Agreement.

**S.** In the event a MSS representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions, or failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer.

**T.** Any installation charge quoted in this agreement is based on MSS performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

**U.** Customer has the authority to engage MSS to carry out the installation in the premises. If Customer is not the owner of the premise to which the equipment is being installed, the Customer warrants its permission from Legal Owner to proceed with installation as per this agreement.

**V.** If any of the provisions of this agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**W.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND MOON SECURITY SERVICES, INC. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF MOON SECURITY SERVICES, INC. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY A PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

**MOON SECURITY SERVICE, INC.**  
**515 W. Clark Street**  
**Pasco, Washington 99301**  
**(800) 722-1070**

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: 11/23/2022

Business Name: Hayden Charter School Telephone No.: \_\_\_\_\_

Point of Contact: Lori

Site Address: 13782 Government Way, Hayden, Idaho 83835, Kootenai County Cell Phone No.: \_\_\_\_\_

POC Email Address: Lori Aldrich <laldrich@haydencanyoncharter.org>

Billing Address: 13782 Government Way, Hayden, Idaho 83835, Kootenai County

1. MOON SECURITY SERVICE, INC. (hereinafter referred to as "MSSI" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ 0.00  
Taxes: \$ 0.00  
Permits: \$ 0.00  
Total: \$ 0.00  
Down Payment: \$ 0.00  
Balance due upon completion of installation: \$ 0.00

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**

Check Services Provided:

- Monitoring Center Services  Repair Service  Inspection  Remote Subscriber Access  Cameras  Access Control  
 Patrol 1st Response  Other: (See Attached Schedule of Equipment and Services)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF MSSI / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination MSSI shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by MSSI is the intellectual property of MSSI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by MSSI. MSSI's signs and decals remain the property of MSSI and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**

Billing shall be:  Monthly  Quarter Annually  Semi-Annually  Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay MSSI:

(i) The sum of \$ 0.00, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ 134.90 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

(i) Subscriber agrees to pay MSSI on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay MSSI for all parts and labor at time of service. Subscriber is not obligated to call MSSI for per call service and MSSI is under no duty to provide service except its warranty service during warranty period. Service by anyone other than MSSI during warranty period relieves MSSI of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option: \_\_\_\_\_**

(ii) Subscriber agrees to pay MSSI for a Service Agreement to cover labor costs for requested service calls according to the selected plan, either Basic or Premium, for the sum of \$ 0.00 per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay MSSI \$ 55.00 per month for the term of this agreement for inspection service. If this option is selected MSSI will make One (1) inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. MSSI will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which MSSI has no responsibility or liability.

(d) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING: Subscriber agrees to pay MSSl the sum of \$ 406.00 per month for the term of this agreement. Select remote access / video / audio services to be provided:

- Access Control  Recording Device  Monitoring Center Remote Video / Audio Monitoring for Live Streaming
- Video Clips Monitored Upon Alarm Activation Only  Verification Recorded Video Clips  Cloud Service Data Storage and Retrieval
- Remote Access by Subscriber  Video Data to Subscriber's Smart Phone  Audio
- Other (describe): \_\_\_\_\_

(e) PATROL 1st RESPONSE: Subscriber agrees to pay MSSl the sum of \$ 0.00 per month for the term of this agreement plus a per response charge at current rates plus tax payable per response in excess of six (6) responses per year.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(f) ABOVE, SUBSCRIBER SHALL PAY \$ 595.90 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(f).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of one years and shall automatically renew for one (1) year terms thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof MSSl shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. MSSl may invoice Subscriber in advance monthly, quarterly, or annually at MSSl's option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, MSSl or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from MSSl. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of MSSl or MSSl's designee Monitoring Center and MSSl does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of MSSl and are not maintained by MSSl except MSSl may own the radio network, and MSSl shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish MSSl with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, MSSl will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with MSSl's notification obligation. All changes and revisions shall be supplied to MSSl in writing. Subscriber authorizes MSSl to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests MSSl to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MSSl for each such service at current rates. MSSl may, without prior notice, suspend or terminate its services, in MSSl's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by MSSl.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all labor, and MSSl shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MSSl's written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by MSSl, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by MSSl or Subscriber's Internet or wireless connection device which is compatible with MSSl's remote services. MSSl will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which MSSl has no control. The remote services server is provided either by MSSl or a third party. MSSl shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. MSSl shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and MSSl shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. MSSl does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, MSSl will authorize Subscriber access. MSSl is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and MSSl shall have no liability for such third party unauthorized access. MSSl is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. MSSl is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service MSSl or its designee shall store and/or backup data received from Subscriber's system for

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a period of one year. MSSl shall have no liability for data corruption or inability to retrieve data even if caused by MSSl's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by MSSl and MSSl has no responsibility for such access or IP address service. MSSl shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided MSSl will maintain the data base for the operation of the Access Control System. Subscriber will advise MSSl of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to MSSl regarding personnel access must be in writing via email or fax to addresses designated by MSSl. MSSl shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. MSSl shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, MSSl shall store data received from Subscriber's system for one year. MSSl shall have no liability for data corruption or inability to retrieve data even if caused by MSSl's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by MSSl and MSSl has no responsibility for such access or IP address service. If system has remote access MSSl is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. MSSl shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. MSSl has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**12. PATROL 1st RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, MSSl or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and reset the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests MSSl to station its guard at the premises for more than 30 minutes, and MSSl has sufficient personnel to provide such service, and MSSl makes no such representation that its personnel will be available, then Subscriber agrees to pay MSSl at current rates per half hour plus tax for such service. Subscriber agrees to confirm the request to MSSl to provide extended guard service by email, text or recorded conversation to MSSl at the time request is made and MSSl is authorized to ignore any request not confirmed within 15 minutes.

#### LIMITED WARRANTY ON SALE

**13.** In the event that any part of the security equipment becomes defective, MSSl agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ~~ninety (90) days~~ <sup>1 year</sup> from the date of installation. MSSl reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. MSSl is not the manufacturer of the equipment and other than MSSl's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, MSSl makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and MSSl shall not be liable for consequential damages.** No equipment provided by MSSl is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. MSSl does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **MSSl expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than MSSl. Subscriber acknowledges that any affirmation of fact or promise made by MSSl shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on MSSl's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MSSl has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for MSSl's breach of this agreement or negligence to any degree under this agreement is to require MSSl to repair or replace, at MSSl's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, MSSl will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

#### GENERAL PROVISIONS

**14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** MSSl shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MSSl's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of MSSl, MSSl shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay MSSl the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of MSSl on less than 24 hour notice to MSSl. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of MSSl, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should MSSl be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MSSl for such service or material.

**15. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify MSSl if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. MSSl shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, MSSl shall, during the warranty or repair service plan period, service the security equipment to the best of its ability during normal business hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise MSSl of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and MSSl fails to respond to repair the security equipment within five business days after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to MSSl, in writing, by certified or registered mail, return receipt requested. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by MSSl, evidencing that warranty service was requested by Subscriber.

**16. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MSSl's written consent.

**17. ALTERATION OF PREMISES FOR INSTALLATION:** MSSl is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in MSSl's sole discretion for the installation and service of the security system, and MSSl shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by MSSl.

**19. LIEN LAW:** MSSl or any subcontractor engaged by MSSl to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless MSSl, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by MSSl's performance, negligence or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MSSl or MSSl's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of MSSl, which shall not unreasonably be withheld. MSSl shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**21. EXCULPATORY CLAUSE:** MSSl and Subscriber agree that MSSl is not an insurer and no insurance coverage is offered herein. The equipment and MSSl's services are designed to detect and reduce certain risks of loss, though MSSl does not guarantee that no loss or damage will occur. No equipment provided by MSSl is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. MSSl is not assuming liability, and, therefore, Subscriber agrees MSSl shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue MSSl, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MSSl's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**22. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and MSSl is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage MSSl's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or MSSl's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. MSSl shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against MSSl and its subcontractors for loss or damages caused by perils intended to be detected by MSSl's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**23. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR MSSl'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF MSSl AS A RESULT OF MSSl'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF MSSl'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT MSSl'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE MSSl'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH MSSl'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING MSSl'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by MSSl, the payments to be made by the Subscriber for the term of this agreement form an integral part of MSSl's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix MSSl's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to MSSl, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and MSSl shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by MSSl against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST MSSl ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Washington, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where MSSl's principal place of business is located. The parties waive trial by jury in any action between them unless

prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MSSSI in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. **MSSI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that MSSSI is authorized and permitted to subcontract any services to be provided by MSSSI to third parties who may be independent of MSSSI, and that MSSSI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints MSSSI to act as Subscriber's agent with respect to such third parties, except that MSSSI shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MSSSI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of MSSSI.

26. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify MSSSI in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event MSSSI discovers the presence of suspected asbestos or other hazardous material, MSSSI shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate MSSSI for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If MSSSI, in its sole discretion, determines that continuing the work poses a risk to MSSSI or its employees or agents, MSSSI may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate MSSSI for all services rendered and material provided to date of termination. MSSSI shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall MSSSI be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of MSSSI assigned by MSSSI to perform any service for or on behalf of Subscriber for a period of two years after MSSSI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, MSSSI shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with MSSSI, times twelve, together with MSSSI's counsel and expert witness fees.

28. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MSSSI for any fees or fines relating to permits or false alarms. MSSSI shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons MSSSI requiring any services or appearances, Subscriber agrees to pay MSSSI \$150 per hour for such services and appearances. Subscriber shall reimburse MSSSI for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants MSSSI a security interest in the security equipment installed by MSSSI and MSSSI is authorized to file a financing statement.

30. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize MSSSI to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**MOON SECURITY SERVICE, INC.:**

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

\_\_\_\_\_  
Date Signed

**SUBSCRIBER:**

*Bill Rutherford*  
Subscriber Signature by Authorized Officer      *Operational Director*  
Signing      Title of Person

*Bill Rutherford*      *46-2661679*  
Print Name of Subscriber      Tax ID or EIN

*12-15-22*  
Date Signed

Subscriber's Email Address: *brutherford@hayden canyon charter.org*



# Moon Security Services, Inc.

1120 N. Mullan # 202, Spokane Valley, WA 99206  
office 509.459.1018 · toll-free 800.722.1070 · fax 509.624.4726  
dcrawford@moonsecurity.com

Quote

**Bid:** Hayden Charter School  
**To:** Lori  
13782 Government Way  
Hayden, Idaho 83835

**Date:** 11/21/2022  
**Phone:** .  
**System Type:** Security, Fire, Access Control, CCTV  
**Salesperson:** Don Crawford - 78 (78-102119)

## Recurring

<b>BASIC FIRE</b>	\$49.00
<b>BASIC COMMERCIAL</b>	\$44.00
<b>DMP FIRE CELL</b>	\$25.95
<b>DMP CELL</b>	
+DMP Virtual Keypad Standard App \$10.00	\$85.95
+DMP VK Advanced Door Reports (per door) \$5.00 x 12	
<b>FIRE INSPECTION</b>	\$55.00
<b>OPENEYE STANDARD MONTHLY SUBSCRIPTION PER CAMERA</b>	
Openeye Camera OWS license	\$336.00

**Total**     **\$595.90/mo**

## Monitoring Only Agreement

This agreement covers Monitoring Services only. All programming, repairs and testing is the responsibility of the customer.

**Panel Type:** Fire  
**Manufacturer:** SK  
**Model:** IFP300

*Thank you,*  
**Don Crawford**

This bid is confidential and is exclusive for the viewing between MSSl (Moon Security Services, Inc.) and the customer named herein. MSSl reserves the right to rescind this bid if viewed by any companies that can be construed as direct competitors to MSSl. This bid, and pricing quoted herein, expires 30 days after the date listed above.

If this is a prevailing wage job, additional fees may apply.

Additional 3% charge on credit card transactions.



**Rest easy.**

**Customer:** Salmon Electrical Contractor  
1778 W 1180 S  
Woods Cross, Utah 84087  
Davis County

**Project:** Hayden Canyon Charter  
13590 N. Government Way  
Hayden, Idaho 83835

December 14<sup>th</sup>, 2022

To Whom It May Concern:

We, Moon Security Services, Inc, do hereby guarantee for a period of one year on labor and 3 year warranty on parts from the date of substantial completion, all work performed under the terms of the contact documents for the above-referenced project. We will remedy, at our expense, any defects appearing during that period due to poor materials and/or workmanship and will pay for any damage to other work resulting from the occurrence of said defects or the correction of same.

Subcontractor work or furnished materials subject to this one-year guarantee as stated above are as follows:

Specification Divisions:

- **35-100950 (Fire Alarm System)**

This guarantee shall not be interpreted as holding the contractor responsible for any deterioration of work due to normal use or the abuse of the work by owner.

Sincerely,

Thomas Pitcher  
General Manager

**Headquarters**  
P.O. Drawer B  
Pasco, WA 99302  
800-722-1070

**Pasco Office**  
515 West Clark Street  
Pasco, WA 99301  
509-545-1881

**Spokane Office**  
1120 North Mullan Road #202  
Spokane Valley, WA 99206  
888-262-1371 Opt 3

**Kirkland Office**  
12700 NE 124<sup>th</sup> Street  
Kirkland, WA 98034  
888-262-1371 Opt 1

moonsecurity.com

Prepared By: Komal Habib  
 Customer Name: Hayden Canyon Charter  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2022  
 End Date: 30-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Bridgette Dahlstrom  
 Title: Secretary  
 Address: PO Box 693  
 City: Hayden  
 State/Province: Idaho  
 Zip Code: 83835  
 Phone #: 208-477-1812

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool Enrollment Express	400.00	Students	USD 3,676.00
Enrollment Express One Time Discount	1.00	Each	USD 0.00
PowerSchool Ecollect Forms	400.00	Students	USD 1,576.00
Ecollect One Time Discount	1.00	Each	USD 0.00
License and Subscription Totals:			<b>USD 5,252.00</b>

Training Services			
Enrollment Express Per Person Per Day Training Remote	1.00	Each	USD 0.00
Ecollect Per Person Per Day Training Remote	1.00	Each	USD 0.00

Quote Total	
<b>Initial Term</b>	<b>1-JUL-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 5,252.00</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Hayden Canyon Charter

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 23-MAR-2022

Date:

PO Number: \_\_\_\_\_



# SECURITY PATROL SERVICES

## SERVICE CONTRACT

204 N. 4<sup>th</sup> Avenue, Suite 1711  
Sandpoint, ID 83864  
(208)263-1128

**AGREEMENT:** This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2022, by and between **SECURITY PATROL SERVICES INC.**, with its business office at Sandpoint, Bonner County, Idaho, and the Business, **HAYDEN CANYON CHARTER SCHOOL** with its principal place of business at 13590 N. Government Way, Hayden Idaho 83835 in the county of Kootenai.

**WITNESSETH:** WHEREAS, the business **HAYDEN CANYON CHARTER SCHOOL**, who is the rightful owner (by deed or contract) of the following described property:

Private school facility located in Hayden, Idaho and serving all of the Kootenai County community at the address of **13590 N. Government Way, Hayden, Idaho 83835.**

And the Business is desirous of having Security Patrol Services provide services at this said property; do hereby enter into a mutually understood agreement between the parties hereto, as follows:

### **DESCRIPTION OF WORK TO BE DONE:**

Security and safety services, observation and monitoring students, over watch protection for school campus, document activity on daily reports, monitor vehicle and pedestrian traffic and parking, coordinate with local safety agencies, conduct directed patrols of interior, exterior building sites and surrounding property, knowledge of property security systems, conduct frequent safety checks of property grounds and enforce safety policies, observe and report criminal activity to proper authorities, act as liaison with local law enforcement, collaborate with school staff on security projects, assist with special projects as needed and effectively communicate with all supervisors.





**Term of Contract:** 9-month contract (one school year) with optional extension to second school year. Services are billed monthly and all payments are due 10 days after bill date.

**CONSIDERATION:** The Business agrees to pay Security Patrol Services for the above-mentioned services, as herein provided, at the following rates:

Weekly Rate:	<b>\$1400.00</b>
Holiday Daily Rate:	<b>\$300.00</b>

(paid holidays include Christmas Eve/Day, New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day & Thanksgiving)

*Your prompt payment is appreciated, all past due accounts will be assessed a 1.5% late fee each 30-day period after the bill date.*

Security Patrol Services does not charge overtime and there will be a 3-hour minimum charge for all service call-out requests. Security Patrol Services requires a three-hour advance notice for all service call-out requests.

**GENERAL PROVISIONS:** It is specifically understood and agreed that Security Patrol Services shall furnish and provide all supplies, equipment, and labor used in the performance of the said work. Uniforms will be provided and maintained by Security Patrol Services and remain in compliance with Business dress code policies. The services will include, but not be limited to general and assigned day/night property security/watch duties. SPS employees will be required to attend training at the Business facility prior to their first shift. SPS employees will be on-call and will attempt to respond to requests for service during day or night hours. On-call pay will start at the time the SPS employee is requested and end once the guard services are completed. SPS will use an electronic time-sheet system to verify accurate billable hours.

Client agrees to provide adequate training for expected job description and also agrees to inform Security Patrol Services if any employment issues arise. **Client also agrees to sign non-compete agreement for a period of two years and will not hire our contracted employee.**

Security Patrol Services is a **security/watch service and crime deterrent service only**. Utilization of security services and uniformed guards are intended only to deter unlawful activity. We will report any criminal activity to the proper authorities but will not act as law enforcement. We assume no responsibility for fire, vandalism, burglary, break-in, theft, or property damage of any kind.



In the event of an emergency at or near the property, the Business shall be notified so the appropriate action can be taken to minimize the damage. In the event of an emergency, the proper authorities will be notified immediately (all emergency services are at the client's expense).

Security Patrol Services agrees to commence such security/safety operation on Service Start Date: \_\_\_\_\_, and in accordance with the terms and conditions of this contract, which the Business has examined, is acquainted with the terms and conditions thereof, as though said terms were fully set forth herein and spelled out, and said contract and agreement is by reference made part of and adopted as a part of this contract. This is an exclusive contract with Security Patrol Services and as such no other company will be under contract to provide same or similar services. Our employees sign a non-compete agreement and cannot be hired by the Business for a period of two years after they leave our company.

**INDEPENDENT CONTRACTOR:** It is expressly understood that Security Patrol Services engages in the aforesaid work as an independent contractor and not as an agent or employee of the Business, and nothing herein contained shall be construed as giving the Business any control over the operation of Security Patrol Services. Security Patrol Services will provide general liability and workers compensation insurance for our contracted employee(s) at no expense.

**DEFAULT:** If the Business or Business owner shall fail, neglect, or refuse payment in full to any of the terms or conditions of this contract by Security Patrol Services, then and in that event, Security Patrol Services may forthwith terminate this agreement and remove all persons from the premises herein described. In that case the total dollars owed will be paid by the said Business or Business owner to Security Patrol Services. In the event that Security Patrol Services must employ an attorney to enforce the rights under this contract, the Business or Business owner agrees to pay the attorney's fees and costs which are incurred in the enforcement of this contract. Either Party may cancel this contract with 30 days written notice.

**ACCEPTANCE OF THIS AGREEMENT:**

\_\_\_\_\_  
SIGNATURE Business/Business Representative

Date \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE Security Patrol Services, Inc.

Date \_\_\_\_\_



**THIS CONTRACT CAN BE AMENDED TO ADD HOURS OR SERVICES**  
**A new contract will be signed for the remainder of the original contract**

Account Information

Business/Entity Name \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_ Zip \_\_\_\_\_

Accounting Contact Name \_\_\_\_\_

Office phone \_\_\_\_\_ Email \_\_\_\_\_

Site/Job Contact info:

Director in charge of Position \_\_\_\_\_

Cell# \_\_\_\_\_ Job PH# \_\_\_\_\_

Home PH# \_\_\_\_\_

Assistant Director in charge \_\_\_\_\_

Cell # \_\_\_\_\_ Job PH# \_\_\_\_\_

Home PH# \_\_\_\_\_

Emergency 24-hour Contact \_\_\_\_\_

Home PH# \_\_\_\_\_ Cell # \_\_\_\_\_

Other contact #'s \_\_\_\_\_

Securly

Description		Price	Qty	Ext. Price
<b>Securly Classroom Premium 500-999</b>	 classroom	\$6.90	530	\$3,657.00

Subtotal: **\$3,657.00**

## Securly Classroom

Prepared by:

**Pine Cove Consulting**

sales@pinecc.com

800-432-0346

Prepared for:

**Hayden Canyon Charter**

13782 N Government Way

Hayden, ID 83835

Bridgette Dahlstrom

(208) 477-1812

bdahlstrom@haydencanyoncharter.org

Quote Information:

**Quote #: 007331**

Version: 1

Delivery Date: 10/14/2022

Expiration Date: 12/23/2022

## Quote Summary

Description	Amount
Securly	\$3,657.00

Total: **\$3,657.00**

This proposal shall not be used for the creation of RFP/RFQ documents, by the customer.

TERMS: Due on receipt of invoice.

Access to the customer portal for online payment is @ <https://pinecc.connectboosterportal.com>

Applicable fees and taxes not included.