

De Lage Landen Financial Services, Inc.

USER	Full Legal Name <i>VICTORY CHARTER SCHOOL</i>	Phone Number <i>208 442-9400</i>
	Billing Address <i>P.O. Box 3454</i>	Purchase Order Requisition Number
	City <i>Nampa</i> State <i>ID</i> Zip <i>83653</i>	Send Invoice to Attention of:
Equipment # <i>9779</i>	City <i>Nampa</i> State <i>ID</i> Zip <i>83686</i> County <i>CANYON</i>	

EQUIPMENT DESCRIPTION	Equipment Make	Model Number	Serial Number	Base Monthly Rental*	Minimum Monthly Copies	Cost-Per-Copy Additional Copies	Beginning Meter Reading
	<i>RICOH</i>	<i>mPL4501</i>		<i>519⁰⁰</i>	<i>10,833</i>	<i>.009</i>	<i>4000</i>
					<i>500</i>	<i>.049</i>	<i>100</i>
CONSOLIDATED TOTAL							

* Each payment is subject to applicable taxes.

PAYMENT	Term in Months <i>60</i>	Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
	Billed Copies: <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated		+	+	=	<i>10</i>

TERMS AND CONDITIONS

1. Rental Agreement: You (the "User") agree to rent from us (the "Owner") the equipment listed in the "Equipment Description" section of this Rental (CPC) Agreement ("Agreement") and/or any attached Schedule ("Equipment"). You promise to pay us a Base Monthly Rental Payment ("Rental Payment"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Minimum Monthly Copies stated above. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth above. This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. You agree to provide accurate and timely meter readings on the forms or other alternate means specified by us. If meter readings are not received in a timely manner, we may estimate charges. Your Agreement obligations are absolute, unconditional and are not subject to cancellation, reduction, set-off, or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. We may increase the Rental Payment and Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Rental Payment or Additional Copy Charge in effect at the end of the prior annual period. Security deposits are non-interest bearing and may be applied to cure a Agreement default. If you are not in default, we will return the deposit to you when the Agreement is terminated. When a payment is not made when due, you agree to pay us a late charge of five percent (5%) of each late payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT.**

2. Equipment Use, Maintenance and Warranties: We are renting the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to move it from the above location without our prior written consent. If the Rental Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Rental Payments when due.

3. Assignment: You agree not to transfer, sell, subrent, assign, pledge or encumber either the Equipment or any rights under this Agreement without our prior written consent. You agree that we may sell, assign or transfer the Agreement, and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations, and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Agreement obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Agreement. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

5. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

6. End of Agreement: You will give us at least 90 but no more than 150 days written notice (to our address below) before the expiration of the initial term of this Agreement (or any renewal term) of your intention to return the Equipment. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional twelve (12) month terms, with each Rental Payment and Additional Copy Charge equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the Agreement.

7. Default and Remedies: You are in default on this Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under the Agreement or any other Agreement with us. If you are in default on the Agreement we may: (i) declare the entire balance of unpaid Rental Payments for the full Agreement's term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement plus the Equipment's end of Agreement term anticipated fair market value (the "Residual"), with future Rental Payments and the Residual discounted to the date of the default at annual rate equal to the lesser of (A) a per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all the monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Agreement. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. Miscellaneous: You agree the Agreement is a finance Agreement as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Agreement was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures may be treated as original and will be admissible as evidence of the Agreement in the event of litigation before any court. We may inspect the Equipment during the Agreement term. We hold title to the Equipment. If this Agreement is determined to be a security agreement, you grant us a security interest in the Equipment. We may file UCC financing statements on the Equipment.

LESSEE SIGNATURE	You agree that this is a non-cancelable CPC Agreement. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>Marianne Saunders</i>	Date <i>1-9-12</i>
	Title <i>Administrator</i>	Print Name <i>Marianne Saunders</i>
Legal Name of Corporation		

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the Equipment.	
	Signature <i>Marianne Saunders</i>	Date
	Print Name <i>Marianne Saunders</i>	Title <i>Administrator</i>

GUARANTY	I unconditionally guaranty prompt payment of all the User obligations. The Owner is not required to proceed against the User or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modifications granted to the User and the release and/or compromise of any obligations of the User or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect the event of my death and may be enforced by or for the benefit of any assignee or successor of the Owner. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
	Print Name	

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Agreement For Services

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between Lenzi Occupational Therapy Services (hereinafter referred to as "Provider") and Victory Charter School (hereinafter referred to VCS).

Recital

Whereas, Provider provides occupational therapy services, and
Whereas, VCS desires to contract for such occupational therapy services, by retaining the Provider as an independent contractor.

Now therefore, in exchange for the provision of such occupational therapy services, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and VCS hereby covenant and agree as follows:

1. Provider agrees:

- 1.1 To provide VCS with Occupational therapy services through the utilization of qualified, certifies and/or licensed therapist.
- 1.2 To provide screenings, evaluation, and treatment for individuals and/or group clients.
- 1.3 To provide a monthly statement based on a fee of \$65 per hour for services provided by an Occupational Therapist for travel, treatment, and paperwork to maintain
- 1.4 To maintain the necessary records as required by ^{VCS} VCS.
- 1.5 To provide administrative services necessary for the completion of required reports and records.
- 1.6 To participate in meetings and "staffing" as necessary.
- 1.7 To provide materials (e.g., diagnostic, therapy) necessary for management.
- 1.8 To provide proof of liability, malpractice and worker's compensation insurance.

VCS agrees:

- 2.1 That the service rates as set forth above are reasonable and VCS agrees to the payment of such rates for services provided. Furthermore, VCS agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments as the rate of one (1%) per month for each statement past due.
- 2.2 To provide adequate space in which therapy can be delivered in accordance with program philosophy.
- 2.3 To make records of students available to professional therapy staff members as necessary to provide services.

3. Other Terms

- 3.1 The terms of this Agreement shall begin on August 1, 2014 and cease on June 30, 2015, with automatic renewal unless either party terminated the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

3.2. VCS agrees to retain all required records for provision of services contemplated herein for a period of three (3) years.

3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 26 day of August, 20 14.

Victory Charter School

By: Susan Larson
(Print Name): Susan Larson

Lenzi Occupational Therapy
Services

By: Kendra Lenzi
Kendra Lenzi, Manager and member

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Contract for School Psychologist Services Victory Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Victory Charter School for the 2016-2017 school year.

Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter Schools with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the charter schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools agrees to:

1. Pay for services at the rate of \$85.00 an hour on a monthly basis.
2. Provide needed tests, records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver Title: School Psychologist_ Date: 5/10/16
 Name: [Signature] Title: Board Chair Date: 5-24-2016