

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
10/01/2023 – 09/30/2028	Lezamiz Property Management LLC	\$4,500 / mo.
2023-2024 School Year	Josie Juillard, SPED	\$70.00 / hr. \$105.00 / overtime

NOTE: Per Board Policy 5725: *“The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students.” In no event shall such agreement exceed twelve (12) calendar months.*”

COMMERCIAL LEASE

THIS COMMERCIAL LEASE, made and entered into the 1st day of October 2023, by and between Lezamiz Property Management LLC, located at 705 Fillmore, City of Twin Falls, County of Twin Falls, State of Idaho, hereinafter referred to as "Lessor" and Twin Falls School District with their administration office at 201 Main Avenue West Twin Falls, Id 83301 hereinafter referred to as "Lessee."

WITNESSETH: In consideration of the covenants and agreements of the respective parties herein contained, the parties agree as follows: **DESCRIPTION OF DEMISED PREMISES:** Lessor does demise and Lease to the Lessee that certain business premises real property described as: Twin Falls Townsite Lot 15 and Lot 16 Block 100)16-10-17) commonly known as 301 Main Avenue West Twin Falls, Idaho 83301.

TERM OF LEASE: The term of this Lease shall be for a period of 5 year commencing upon October 1, 2023 and ending on September 30, 2028.

OPTIONS TO RENEW: Lessee shall have the first right to Lease the premises for an additional one to seven (7) years. To exercise this option the Lessee must give written notice to the Lessor expressing such intent at least 180 days before the expiration of this Lease. The rent to be paid shall be mutually agreed upon by the Lessor and Lessee at the time the option to renew is exercised, all other terms, conditions, and covenants of the renewal Lease shall be the same as those in this Lease.

RENTAL PAYMENT: Lessee agrees to pay to Lessor at 705 Fillmore, Twin Falls, Idaho 83301, until notified in writing otherwise by Lessor, as rental for the premises a monthly basic rent of \$ 4500.00 payable on or before the 1st day of each month beginning October 1, 2023, continuing thereafter for the remainder of the term of this Lease.

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Failure by the Lessee to make such payments by the 5th of each month by 5:00 pm shall result in an five percent (5%) late charge on the amount unpaid as of the due date.

ESCALATION CLAUSE: The monthly rental rate will increase by 5 percent annually, throughout the term of the lease. This rental rate increase will begin October 1st 2024, and will increase by 5 percent each October throughout the term of the lease.

SECURITY DEPOSIT: A security deposit of **\$2000.00 (transferred)** is required under the terms of this Lease.

SUBJECT AND PURPOSE: Lessor leases the building and land located in the County of Twin Falls, State of Idaho, and more particularly described as **301 Main Avenue West Twin Falls, Idaho**, to Lessee for Lessee's use as **Educational Support Service Facility for the Twin Falls School District.**

USE OF PREMISES: The Lessee shall use the premises only for lawful purposes and shall comply with all federal, state, county, and city laws, ordinances and regulations, present or future, pertaining to the use of the premises and the operation of the Lessee's business, and the premises shall not be used for any unlawful, disreputable or hazardous purpose, nor operate or conduct its business in such a manner as to create a private or public nuisance. The lessee shall not use the premises for any purpose, which has the effect of increasing a fire hazard, and shall not permit or create any hazardous or unsafe structure or condition to exist on or about the premises, sidewalks, or areaways.

Lessee may also use the premises for such other incidental purposes as may be convenient or appropriately connected with its principal business, but for no other purpose without the prior written consent of the Lessor.

Lessor represents that the demised premises are at the time of execution of this Lease zoned for said use and purpose; however, any licenses or special use permits required by Lessee shall be obtained by Lessee at Lessee's sole expense.

INSURANCE: During the term of this Lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at their expense the following types and amounts of insurance:

Public liability insurance: Insuring against any and all liability, including but not limited to damage claims arising through public use of demised premises, accidents occurring in or around the demised premises, maintenance of demised premises, use or occupancy of demised premises, in a minimum amount of One Million Dollars (\$1,000,000.00) for each person injured; One Million Dollars (\$1,000,000.00) for any one accident, and One Million Dollars (\$1,000,000.00) for property damage per accident or occurrence.

In providing public Liability Insurance, Lessee shall name Lessor as a loss payee, name Sid Lezamiz, as additional insured, insuring Lessor against claims of third persons for personal injury or property damage arising out of the use or occupation of the business upon the premises by the Lessee. It is understood and agreed that the Lessor shall not be liable for any injury or damage incurred by or to any guests, employees, invitees, or licensees of the Lessee arising out of their use and occupancy of the premises, and the Lessee shall save and hold the Lessor harmless therefrom.

Property damage insurance: Lessee to Insure Lessee's Leasehold improvements, trade fixtures, personal property, contents of demised premises, and any and all other similar items for full replacement cost against any and all liability, including but not limited to fire damage, water damage, vandalism, malicious mischief, and theft. This requirement shall specifically include plate glass insurance, covering the glass on the demised premises.

Other insurance: Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct. Lessee further agrees to maintain all insurance policies necessary for the operation of said business.

Insurance required to be provided by the Lessee shall be subject to the following provisions. Insurance provided by Lessee shall be in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers under provisions of applicable policies of insurance. Both the insurance companies providing the necessary insurance coverage to Lessee and the insurance policies provided by such companies must meet with the approval of Lessor. Upon the request of Lessor, Lessee shall furnish the Lessor with copies of such certificates of insurance or proof thereof. In the event any provision of law requires insurance coverage in excess of the amounts provided by this provision, Lessee agrees that it shall obtain and maintain such insurance. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear. All policies shall require sixty (60) days notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor. If at any time there is a dispute as to the amount of such insurance the same shall be settled by mediation.

Fire Insurance: Lessor agrees to carry Fire Insurance on the property located at: 301 Main Avenue West Twin Falls, ID 83301 to ensure the demised premises in an amount sufficient to replace the building located thereon in the event of loss, including fire.

SECURITY AND LOSS BY THEFT OF VANDALISM: Lessee shall be responsible to provide its own security for the premises and items stored therein and agree to hold Lessor harmless from any and all loss by theft or vandalism.

WASTE AND LIENS: The Lessee shall not permit any mechanics or material man's liens or assessments of any kind whatsoever to attach to the premises, which shall be paramount or superior to the right of the Lessor. The Lessee further agrees not to commit or suffer the commission of any waste or strip the premises.

INDEMNITY: Lessee shall indemnify Lessor against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any

person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of the Lease; (2) any injury or damage happening on or about the demised premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the demised premises or equipment, material, or alterations of buildings or improvements on the demised premises.

UTILITIES: All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessee only. Lessee shall be solely liable for utility charges as they become due, including but not limited to those for telephone, gas, electricity, water, sewer, heat, trash disposal, fuel charges and all other similar utilities used on the Leased premises during the term of this Lease.

TAXES AND OTHER ASSESSMENTS: Lessee shall pay 100% of the general real estate property taxes of the building as assessed.

Lessee shall pay all other taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the use of the demised premises or any part of the demised premises. In the event Lessor pays such, Lessee agrees to reimburse Lessor within fifteen (15) days of written demand.

ASSIGNMENT AND SUBLEASE: The Lessee shall be able to assign this Lease, sublet this Lease or part with the possession of the Leased premises (any portion of the business premises or parking lot) by first obtaining the written consent of the Lessor. Any sublease shall be subject to the terms of this lease and shall be on a year-to-year term.

The Lessor shall be able to assign this Lease, sublet this Lease or part with the possession of the Leased premises or any portion of the business premises or parking lot without notice to the Lessee.

RIGHT OF INSPECTION: The Lessee, at any time during the term of this

Lease, shall permit inspection of the demised premises during reasonable business hours by the Lessor or Lessor's agents or representatives for the purpose of ascertaining the condition of the demised premises and in order that the Lessor may make such repairs if any as may be required under the terms of this Lease. The Lessee shall cooperate with Lessor in making reasonable arrangements to make any such repairs, including during the business hours of Lessee, as required in the opinion of the Lessor.

RIGHTS OF SUCCESSORS AND ASSIGNS: All of the covenants and agreements herein contained shall extend to and be binding upon the heirs, devisees, executors, administrators, representatives, successors, and assigns of both parties hereto.

REPAIR AND CARE OF BUILDING: Lessor shall keep and maintain in good and tenantable condition and repair the building's exterior walls and roof, provided, however, that Lessor shall not be required to make repairs necessitated by reason of the negligence of the Lessee or anyone claiming under the Lessee, or by reason of the failure of the Lessee to perform or observe any conditions or agreements in this Lease contained, or caused by alterations, additions, or improvements made by the Lessee or anyone claiming under the Lessee, and Lessee shall, at its sole cost and expense, repair any and all damage to the roof or exterior walls of the premises resulting from the acts of omissions of Lessee, Lessee's agents or Lessee's employees. Anything to the contrary notwithstanding in the Lease, Lessor shall not in any way be liable to the Lessee for failure to make repairs as herein specifically required of it unless the Lessee has previously notified the Lessor, in writing, of the need for such repairs within a reasonable period of time following receipt of the Lessee's written notification.

Lessee shall, at all times during the term of this Lease and at its own cost and expense, repair, or replace, and maintain in a good, safe and substantial condition the demised premises, including but not limited to, improvements, additions, alterations, heating systems, furnace

filters, cooling systems, windows, exits and entrances, doors, interior sliding doors, electric overhead doors, water heater, toilets, wash basins, floor covering, fixtures, signs, locks and closing devices, skylights, all glass, both exterior and interior, utility meters, all wiring and plumbing and fixtures, pipes and conduits, restrooms, signage, mechanical and non-mechanical devices used in the trade or business, interior of demised premises, and interior walls. Lessee shall also be responsible for maintenance of parking lot, sidewalk, lawn care, and ice and snow removal from adjacent sidewalks keeping such free and clear from all debris. (Maintenance and repairs to be performed at least in accordance with manufacturer's specifications, using materials of equal or greater quality and meeting all applicable codes). Reasonable wear and tear of demised premises is expected and accepted.

Lessee shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

If Lessee refuses or neglects to make repairs and maintain the premises, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Lessor. In such event, such work shall be paid for by Lessee as additional rent promptly upon receipt of a bill.

The Lessee further covenants and agrees that the Lessor may go upon the premises and make any necessary repairs to the premises and perform any work therein which may be necessary to comply with any laws, ordinance, rules or regulations of any public authority or of the Idaho Surveying and Rating Bureau or of any similar body or that the Lessor may deem necessary to prevent waste or deterioration in connection with the premises. If the Lessee does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from the Lessor, nothing herein contained shall imply

any duty on the part of the Lessor to do any such work which under any provision of this Lease the Lessee may be required to do, nor shall it constitute a waiver of Lessee's default in failing to do the same. No exercise by the Lessor or any rights herein reserved shall entitle the Lessee to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. In the event Lessor makes or causes any such repairs to be made or performed, as provided herein, Lessee shall pay the cost thereof the Lessor, forthwith, as additional rent upon the receipt of a bill and such cost shall include interest at the maximum legal rate per year from the date of completion of the repairs by Lessor.

REMODELING OF DEMISED PREMISES: Prior to the commencement of any remodeling of the demised premises, the Lessee must give Lessor notice in written of its intention to do so, **and** Lessee may not commence any remodeling of the demised premises without the prior written consent of Lessor.

Lessee shall be responsible for any and all expenses and costs relating to the remodeling of the demised premises, including but not limited to federal, state, and city code requirements, building permits, engineered drawings or plans, construction work, wiring, plumbing, paint, carpet, signs.

All remodeling by the Lessee shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the demised premises, or change the purposes for which the building, or any part of the building, may be used. Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. All plans and specifications shall be submitted to Lessor for written approval prior to commencing work.

Prior to commencement of any work, Lessee shall obtain at their own cost and expense all necessary insurance policies, including but not limited to insurance coverage as specified in this Lease, because of endorsements to be made covering the risk during the course of work. In addition, Lessee shall, without cost to Lessor, furnish Lessor with a performance bond written by a surety acceptable to Lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of any and all liens, encumbrances, and security interests, according to the approved plans and specifications.

IMPROVEMENTS, ALTERATIONS AND ADDITIONS: Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Lessee without the prior, express, and written consent of Lessor, and, if necessary, of any mortgagee, Lessee at any time during the Lease term, subject to the conditions set forth below and at their own expense, make any alterations, additions, or improvements in and to the demised premises and the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the demised premises, or change the purposes for which the building, or any part of the building, may be used.

Conditions with respect to alterations, additions, or improvements are as follows:

Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest in such matter, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost Five Hundred dollars (\$500.00) or more shall be submitted to Lessor for written approval prior to commencing work.

Prior to commencement of any work Lessee shall pay the amount of any increase in

premiums on insurance policies provided for in the Lease because of endorsements to be made covering the risk during the course of work. In additions, Lessee shall, without cost to Lessor, furnish Lessor with a performance bond written by a surety acceptable to Lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of any and all liens, encumbrances, and security interests, according to the approved plans and specifications.

All alterations, additions, and improvements on or in the demised premises at the commencement of the terms, and which may be erected or installed during the term, shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

FIXTURES AND PERSONAL PROPERTY: Any trade fixtures, signs and other personal property of the Lessee not permanently affixed to the premises shall remain the property of the Lessee and the Lessor agrees that the Lessee shall have the right, provided the Lessee be not in default under the terms of this Lease, at any time, and from time to time, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the premises. The removal of such items by the Lessee shall be done in a manner so as not to impair the building structure or appearance. The Lessee at its expense shall immediately repair any damage occasioned to the premises by reason of the removal of any such trade fixtures, signs, and other personal property, and upon expiration or earlier termination of this Lease, shall leave the premises in a neat and clean condition free of debris.

BANKRUPTCY – INSOLVENCY: The Lessee agrees that in the event all or substantially all of the Lessee's assets be placed in the hands of a receiver or trustee, and such receivership or trusteeship continues for a period of thirty (30) days, or should the Lessee make an assignment for the benefit of creditors or be finally adjudicated a debtor or should the Lessee

institute any proceedings under Title 11, United State Code, as the same now exists or under any amendment thereof which may as the same now exists or under any amendment thereof which may hereafter be enacted or under any other act relating to the subject of bankruptcy herein the Lessee seeks to be adjudicated a debtor, or to be discharged of its debts, or to effect a plan of liquidation, composition, arrangement, reorganization, or should any involuntary proceeding be filed against the Lessee under any such bankruptcy laws and such proceeding not be removed within thirty (30) days thereafter, the Lessee will be deemed to be in default of this Lease.

Lessor shall be entitled to any and all rights or remedies of the Lessor hereunder or provided by law. The terms of this provision shall also apply to any guarantor of this Lease. If the trustee in bankruptcy assumes an unexpired Lease of the debtor in bankruptcy, pursuant to court order or otherwise, the trustee must cure or provide adequate assurances that the trustee will promptly cure such prior defaults by the debtor; compensate or provide adequate assurances that the trustee will promptly compensate the Lessor for any pecuniary loss to it resulting from such prior defaults and provide adequate assurance of future performance under such contracts or Lease.

DAMAGE OR DESTRUCTION: In the event of a partial destruction of the premises during the term of this Lease agreement from any cause, Lessor shall promptly repair such damage, provided the repairs can be made within 120 days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee on the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make

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repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this Lease may be terminated at the option of either party. In the event of any partial destruction that Lessor is obligated to repair or may elect to repair under the terms of this section, any and all statutory, regulatory or code provisions authorizing Lessee to make repairs at the expense of Lessor, are hereby waived by Lessee.

Should the building in which the demised premises is situated be destroyed to the extent of eighty percent (80%) of the replacement cost, this Lease shall be terminated.

Any dispute between Lessor and Lessee relative to the provisions of this section shall be subject to arbitration. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both Lessor and Lessee, who shall bear the cost of the arbitration equally between them.

ERECTION OF SIGN: Lessee may place suitable signs on the Leased premises for the purpose of indicating the nature of the business carried on by the Lessee in such premises; however, that such signs shall be in conformance with the laws and ordinances of the Twin Falls City Building code and the Twin Falls County Building code. Installation process must be approved by the Lessor.

SURRENDER OF PREMISES: Lessee agrees to surrender up the Leased premises at the expiration or sooner termination of this Lease, or any extension thereof, in the same condition as when the same was entered upon by Lessee, reasonable use and wear thereof and damage by the elements and modifications or alterations made by the Lessee excepted.

HOLDING OVER: In the event Lessee shall hold over or remain in possession of the premises with the consent of Lessor after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued

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possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable.

CONDEMNATION: If the Leased property, or any substantial part thereof is taken by eminent domain, or in the event the Lessor voluntarily sells the Leased property or any substantial part thereof to a governmental agency prior to condemnation if total or substantial partial taking is imminent, this Lease shall expire on the date when the Leased property shall be so taken, and the rent shall be apportioned as of that date. No part of the award made to the Lessor shall belong to the Lessee, but the Lessee shall be entitled to any award made to it as Lessee, by the condemning authority, for loss of its business or depreciation of and cost of removal of its stock in trade and fixtures belonging to the Lessee.

SUBORDINATION: This Lease and all rights of Lessee under this Lease shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part of the demised premises, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor, without expenses to Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights in this Lease to the lien of any such mortgage or mortgages. If Lessee shall fail at any time to execute, acknowledge, and \deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof may execute, acknowledge and deliver the subordination instrument as Lessee's attorney-in-fact and in Lessee's name. Lessee hereby irrevocable makes, constitutes, and appoints Lessor, its successors and assigns, as their attorney-in-fact for that purpose.

ACCESS TO PREMISES; SIGNS POSTED BY LESSOR: Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the

provisions of this Lease, and also to show the premises to prospective buyers. At any time within 180 days prior to the expiration of the term of this Lease, Lessor may show the demised premises to persons wishing to rent them. Lessee shall, within 180 days prior to the expiration of the term of this Lease, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain on the premises without hindrance and molestation.

EASEMENTS, AGREEMENTS OR ENCUMBRANCES: The parties shall be bound by all existing easement, agreements, and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

QUIET ENJOYMENT: Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided in this Lease agreement, and other wise fully and punctually performs the terms and conditions imposed on Lessee.

LIABILITY OF LESSOR: Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises or for any injury or damage to any property of Lessee. The provisions of this Lease permitting Lessor to enter and inspect the demised premises are made to ensure that Lessee is in compliance with the terms and conditions of this Lease and to insure that Lessee makes repairs, which Lessee has failed to make. Lessor shall not be liable to Lessee for any entry of the premises for inspection purposes.

REPRESENTATIONS BY LESSOR: At the commencement of the term, Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect thereto except as

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contained in the provisions of this Lease. Lessor shall in no event be liable for any latent defects.

GUARANTY: Guarantor, in consideration of the economic benefits expected to be derived from the Lease, and other valuable consideration, hereby directly and unconditionally guarantees to and covenants with Lessor that Lessee will duly perform, observe and keep each and every covenant, proviso, condition and agreement in the above lease on the part of Lessee to be performed, observed and kept, including the payment of Rent and all other sums and payments agreed to be paid or payable under this Lease, on the days and at the times to be paid or payable under this Lease and in the manner herein specified, and that if any default shall be made by Lessee whether in payment of any Rent or other sums from time to time falling due hereunder as and when the same become due and payable, whether through acceleration or otherwise or in the performance, observance or keeping of any of the said covenants, provisos, conditions and agreements, which under the terms of the Lease are to be performed, observed or kept by Lessee, Guarantor will forthwith pay to Lessor on demand the said Rent and other sums, including interest, penalties, and attorney's fees and costs, in respect of which such default shall have occurred and all damages that may arise in consequence of the non-observance non-performance of any of the said covenants, provisos, conditions or agreements.

Guarantor covenants with Lessor that Guarantor is jointly and severally bound with Lessee as principal debtor or obligor and not as surety, for the fulfillment of all obligations of Lessee under this Lease. In the enforcement of its right hereunder Lessor may proceed directly against Guarantor as if Guarantor were named Lessee hereunder.

Guarantor hereby waives any right to require Lessor to proceed against Lessee or to proceed against or to exhaust any security held from Lessee or to pursue any other remedy whatsoever which may be available to Lessor before Proceeding against Guarantor.

No neglect or forbearance of Lessor in endeavoring to obtain payment of the Rent reserved herein or other payments required to be made under the provisions of this Lease as and when the same become due, whether through acceleration or otherwise, no delays of Lessor in taking any steps to enforce performance or observations of the several covenants, provisos or conditions contained in this Lease to be performed, observed or kept by Lessee, no extension or observance of the several covenants, provisions or conditions contained in this Lease to be performed, observed or kept by Lessee, no extension or extensions of time which may be given by Lessor from time to time to Lessee, no consent by Lessor to any assigning or subletting by Lessee, and no other act or failure to act by Lessor shall release, discharge or in any way reduce the obligations of Guarantor hereunder.

In the event of termination of this Lease, other than by surrender specifically accepted by Lessor in writing, or in the event of disclaimer of this Lease pursuant to any statute, or in the event that Lessee (being a limited liability company) ceases to exist, then at the option of Lessor, Guarantor shall execute a new lease of the Premises between Lessor as Lessor and Guarantor as Lessee for a term equal in duration to the balance of the Term remaining unexpired at the date of such termination or such disclaimer, or such cessation of existence. Such lease shall contain the like Lessor and Lessee's obligations respectively and the like covenants, provisions, agreements and conditions in all respects (including the provision for re-entry) as are contained in this Lease.

Guarantor agrees that in the event any legal proceeding shall be instituted between the parties hereto arising out of this Guarantee, such legal proceeding shall be instituted in the courts of the state where the Premises are located, and Guarantor hereby agrees to submit to the jurisdiction of the courts of the state where the Premises are located.

Guarantor represents to Lessor that it expects to derive financial or other benefits from Lessee and that this Guarantee is supported by adequate consideration.

DEFAULT: In the event that the Lessee shall fail to pay any installment of the rents for said property within fifteen (15) days after the same becomes due and payable, or in the event that the Lessee fails to remedy any other breach or default concerning the premises within thirty (30) days after written notice of such default then the Lessor shall have the right and option, without further notice or demand, to terminate this Lease and to re-enter and to repossess this real property without waiver of any claim for damages hereunder. In the event that the Lessor be in breach or default of the terms of this Lease, or in the event Lessor fails to remedy any breach or default concerning the premises within thirty (30) days after written notice of such default the Lessee shall have the right and option, without further notice or demand, to terminate this Lease without waiver of any claim for damages hereunder.

COSTS OF DEFAULT: In the event of default by Lessee herein, any costs of expenses incurred by Lessor in notifying Lessee of such default, and any legal or court costs incurred with or without suit, to enforce any of the terms or conditions of this Lease, shall be paid by the Lessee. In the event of default by Lessor, the costs and/or expenses incurred by Lessee shall be paid by Lessor as noted above.

Notice: All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either personally or deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: **Lezamiz Property Management LLC**
705 Fillmore Street
Twin Falls, Idaho 83301

To Lessee: **Twin Falls School District**
201 Main Avenue West
Twin Falls, ID 83301

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The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

MEDIATION. In the event any disputes arise between the parties concerning this Agreement, the parties agree to participate in at least four hours of mediation and make good faith efforts to resolve their dispute. The Mediator shall be a neutral third party with no affiliation with either parties and shall be mutually agreed upon by the parties. In the event the parties cannot mutually agree on a Mediator, the parties shall each submit one name of a proposed Mediator to the other party, which proposed Mediators shall jointly select a neutral Mediator for this matter. All costs of mediation shall be split equally between the parties. In the event either party files a lawsuit or otherwise commences litigation without first attempting mediation in violation of this Section, the party commencing such litigation agrees to pay all attorney's fees incurred by the other party to obtain a court order for mediation pursuant to this section.

SMALL CLAIMS/UNLAWFUL DETAINER. Notwithstanding the provisions of the previous section, mediation shall NOT be required in the event it becomes necessary for Owner to bring an action for restitution of the premises due to the Tenant's unlawful detainer of the premises or in the event it is necessary to bring an action alleging damages of less than \$5,000.00 and so long as such action is brought in small claims court. In the event such unlawful detainer and/or small claims action is brought by either party, the prevailing party in such an action shall be entitled to an award of its reasonable court costs and attorney's fees.

GOVERNING LAW: It is agreed that this Lease shall be governed by, construed, and enforced with the laws of the State of Idaho.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between Lessor and Lessee relating to the subject of this Lease and supersedes any and all previous negotiations and communications, oral or written, between the parties with respect to this Lease. There are not representations or warranties, expressed or implied, between the Lessor and Lessee with respect to the subject matter of this Lease, except those specified in this Lease.

MODIFICATION OF LEASE: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing and signed by each party or authorized representative of each.

ATTORNEY FEES: In any suit or action brought to enforce any of the terms, conditions or covenants of this Lease, the prevailing party shall be entitled as part of the judgment rendered to a reasonable attorney's fee, to be fixed by the court, and to any costs allowed by law.

VENUE OF ACTIONS: Any action or judicial proceeding involving this Lease may be brought only in the courts of the County of Twin Falls, State of Idaho.

WAIVER: The pursuit by Lessor of any of the remedies provided for in any section of this Lease shall not constitute a waiver of any of the remedies available to Lessor in any other Section or under the law or in equity. A waiver by Lessor of any breach of this Lease shall not constitute a waiver of any other breach. Forbearance or omission by Lessor in enforcing any of its remedies upon Lessee's breach shall not constitute a waiver of any of its remedies.

TIME: Time is of the essence of this Lease in every term, covenant, and condition herein contained.

AD / 9/27/23
Initial Date

Initial Date

ACKNOWLEDGEMENT. Tenant agrees and acknowledges by his/her signature below that he/she has read this Agreement and understands his/her rights and obligations as set forth herein.

In Witness whereof, Lessor and Lessee have executed this Agreement as of the day and year first above written.

Lezamiz Property Management LLC

Date

Lessor

Date

Lessor

Date

Brady D. Dickinson

Lessee

9/27/23

Date

Lessee

Date

BD / 9/27/23
Initial Date

Initial Date

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this _____ day of _____, before me, the undersigned, a notary public in and for said county and state, personally appeared SID LEZAMIZ, JR., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My Commission Expires: _____

AS / 9/27/23 /
Initial Date Initial Date

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this _____ day of _____, before me, the undersigned, a notary public in and for said county and state, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My Commission Expires: _____

Addendum/Amendment # 01

This is an Addendum/Amendment to a lease agreement, read the entire document, including any attachments, carefully before signing. If you have any questions, consult your attorney or accountant before signing.

This is an ADDENDUM X or an AMENDMENT _____ to the Lease Agreement dated: 10/1/2023

For the property located at: 301 Main Avenue West Twin Falls, ID 83301

Lessee: Twin Falls School District

Lessor: Lezamiz Property Management, LLC

The undersigned Parties hereby agree to the following:

Twin Falls School District will replace heating and cooling units air filters every 30 days from the start of the lease on October 1, 2023 to the commencement of the lease on September 30, 2026.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Beady D. Duhinen

Lessee

Lessor

Lessee

Lessor

9/27/23

Date

8:00

Time

AM/PM

Date

Time AM/PM



CLIENT ASSIGNMENT CONFIRMATION



This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME:	Twin Falls School District		
Consultant:	Josie Juillard	Position:	SPED
Assignment Start Date:	10/16/2023	Assignment End Date:	05/22/2024
Bill Rate per hour:	\$70.00	Overtime Bill Rate per hour:	\$105.00
Minimum Hours per week:	30		
Miscellaneous:	M-F		

It is the Client's responsibility to notify their Account Representative if a Teaching Certification will be required for this position.

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

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BlazerWorks Account Manager Information: Danielle Blount
danielle.blount@blazerworks.com
678-261-1019

171387 - Twin Falls School District

Kindel Mason

Director of Support Services
October 02, 2023 21:58 UTC
IP: 216.83.77.2

****Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.***