



HVAC Service  
 DDC Controls  
 Building Operations & Maintenance  
 Mechanical Construction  
 Design Build/IT

**PREVENTATIVE MAINTENANCE AGREEMENT**

**TOTAL SYSTEM SERVICES, INC.**  
 P.O. BOX 2091  
 BOISE, IDAHO 83701  
 208-376-1393 fax 208-376-1395

Date of Agreement: 3.25.15  
 Contract #:

Customer Name: Legacy Charter School  
 Customer Contact: Seth Stallcup  
 Billing Address: 4015 S. Legacy Way Nampa, ID 83686  
 Service Address: 4015 S. Legacy Way Nampa, ID 83686  
 Contact Number: 208-466-7952

Total System Services, Inc. agrees to provide maintenance for building environmental systems in accordance with the following terms and conditions.

**CONDITIONS:**

- (X) Scheduled preventative maintenance inspections-examining, lubricating all HVAC equipment:
- (X) Replace/Wash all air filters each at each scheduled inspection.
- (X) HVAC equipment inspection including refrigerant piping, coils, compressors, controls and refrigerant levels.
- (X) HVAC equipment inspection including gas piping, heat exchangers, burners, flues, controls and operations.
- (X) Inspection and adjustment of fan belts if necessary.
- (X) Electrical wiring inspections.
- (X) Inspection of digital control system & controlled devices including dampers.
- (X) Service reports furnished after each inspection, indicating work performed and any deficiencies in operations of equipment.
- (X) Service repair beyond the scope of this agreement will be furnished at an hourly rate of: **\$65.00 ST \$97.50 OT**
- (X) Service repair materials beyond the scope of this agreement will be furnished at TSS preferential list pricing.
- (X) The term of this agreement will be for one (1) year and shall automatically renew for successive one (1) year periods unless either party receives written notice of cancellation ninety (90) days prior to the expiration of any given contract term.  
 This contract may be terminated for cause by either party with thirty (30) days advance written notice to the other party.

**SPECIAL CONDITIONS:**

- (X) Condenser and Evaporator coil cleaning **IS INCLUDED** during the Spring PM
- (X) Total System Services will respond and be at customers site within 4 hours of a service call during normal business hours.
- (X) All hourly rates and services are calculated for normal Business Hours 8:00am to 5:00pm Monday through Friday, excluding holidays

**TERMS & CONDITIONS:**

Annual Cost for services listed above: \$ 1,525.42  
 Payable Twice a Year @ \$762.71

**ACCEPTED FOR:**

TOTAL SYSTEM SERVICES, INC.

BY: Brian Lewis

DATE: 3/25/15

BY: Eric Peterson  
 DATE: April 10<sup>th</sup> 2015

[Signature]  
 4/15/15

# IMPORTANT TERMS AND CONDITIONS OF THIS SALE

1. Total System Services, Inc., and Idaho Corporation, shall hereafter be referred to as Contractor.
2. Contractor shall furnish only the labor and materials necessary to perform the agreed scope of work of this PROPOSAL. Any deviation from or addition to the agreed upon labor and materials must be in the form of a written change order and signed by both contractor and customer. In the event unforeseen circumstances, including compliance with code requirements, labor and or materials were not contemplated in the proposed price, the proposed price shall be increased. Unforeseen drywall repairs shall be billed separately and in no event will they be deemed included in the purchase price, unless noted in this agreement.
3. Customer agrees to provide Contractor with a safe and readily accessible work site.
4. Completion and start dates are not guaranteed. Delays in completion and start dates beyond Contractor's control shall not be grounds for cancellation of this agreement. Contractor shall not be liable for any delay in the performance of the agreement or for any damages suffered by customer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, shortage of labor, fuel, power, materials, or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of these here in before specified) beyond its control.
5. Customer shall pay the Contract Price in full according to the terms stated in the contract above. Completion is defined as the time when the proposed service and/or equipment is installed and operating. Defects, if any, are to be corrected under Contractor's warranty and shall not be reason for delay in payment. Contractor's billing period ends the 35th of each month, and reserves the right to periodically invoice for portions of work completed to date.
6. Customer shall pay a finance charge of 2.5% per month (or the maximum amount by law) on the balance of the contract price not paid at completion, or for other services performed, to include all future services. Invoices are due upon receipt.
7. In the event that collection is deemed necessary by Contractor, Buyer agrees to pay all reasonable collection costs, attorney fees, interest charges (stated above), and court fees.
8. In the event contractor arranges financing for customer through 3rd parties, all agreements are through finance company and Customer, and shall have no responsibility on contractor. All financing is with approved credit. In the event that customer is found to be not credit worthy, at any time through this agreement, it shall be the customer's responsibility to secure funds to service all debts.
9. Contractor warrants that all labor and materials shall be free of defects for ninety (90) days. All warranty work must be done by Contractor. Customer will not be compensated for work done by other companies. All warranty work shall be done during normal business hours. (8:00am to 5:00pm weekdays). Customer will be charged for warranty work done other than normal business hours. The foregoing warranty is exclusive and in lieu of all other warranties, of whether written, oral, or implied (including any warranty of merchant ability or fitness for purpose). The warranty provided in this paragraph and the obligations and liabilities of contractor hereunder are exclusive and in lieu of and customer hereby waives all other remedies, warranties, guaranties or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of contractor with respect to fitness, merchantability and consequential damages) or whether or not occasioned by contractor's negligence. This warranty shall not be extended, altered or varied except by a written instrument signed by the contractor's president and customer. The foregoing warranty will not be honored if the customer has not timely paid all accounts Customer has had with Contractor. "Consequential damages" as used herein shall include Customer's time missed from work for which Contractor shall not be liable.
10. Contractor hereby assigns to Customer all warranties given to Contractor by any manufacturer. Contractor shall have no liability concerning any manufacturer's warranty.
11. Customer shall pay for all service calls regardless of whether Contractor performs any work (including equipment and labor that is under the warranty period,) if it has been determined the call was not related to Contractor's warranty.
12. Contractor recommends annual maintenance and periodic inspections. Failure to follow manufacturer's instructions will void warranties. Other companies or persons performing service on Contractor's equipment shall void warranty.
13. Contractor shall not be responsible for covenants, zoning or other like laws, ordinances or agreements that may affect Customer property. Customer agrees to hold Contractor harmless from all liability in connection with the same.
14. Customer shall indemnify and hold Contractor harmless from a liability to include any and all cost associated with the same.
15. Customer's cancellations: Once signed by customer, this agreement may not be cancelled by the customer.
16. CONTRACTOR CANCELLATION: Seller shall have the right to terminate this agreement at any time, for any reason. In such event Contractor shall be paid for work and materials to the termination date. Any extra cost to complete said agreement by other companies are not the responsibility of Contractor, and Customer shall hold contractor harmless.
17. This Agreement contains the entire understanding and agreement between the parties, and all of their prior written and oral agreements, understandings or arrangements are merged herein. NO amendment or modification hereof shall be binding upon either party unless in writing and signed by the party to be charged therewith.
18. In the event Contractor retains an attorney to enforce this agreement, customer shall pay all reasonable attorneys fees and costs incurred by the Contractor.

# TERMINIX PEST CONTROL SERVICE PROPOSAL

## Why You Should Choose Terminix

Your problem will be solved by a trained professional, backed by the resources of the most respected technical team in the industry. We proudly protect more businesses than any other pest management provider, and we've done so since 1927. We would love to protect you, too. **Our business is protecting yours. Call us 24/7 at 1-866-319-5967.**

## Address Information

### Service Location

4015 LEGACY WAY  
 NAMPA, ID 83686  
 USA

### Bill To

4015 LEGACY WAY  
 NAMPA, ID 83686  
 USA

## Terminix Commercial Pest Control Service

**Scope of Work** We are going to do our best to exclude these rodents from entering the school and or at least lower how many there are. We will put out 2 door sweeps, also any holes we will seal up with a product called Stuff It as well as putting out 3 locked bait stations outdoors with locks so children cannot access them. We will continue with the Tin Cats in the Kitchen as well.

**Target Pest(s)** Mice

**Standard Covered Pests\*** Includes: cockroaches, non-poisonous spiders, mice, rats, silverfish, "house" ants\*, centipedes, millipedes, earwigs, house crickets and paper wasps.

### \*Premium Pests Coverage:

Carpenter, Fire, Crazy and Pharaoh Ants, Bed Bugs, Brown Recluse or Black Widow Spiders, Flies, Honey Bees and Stored Product Pests, are not covered unless specifically identified as the Target Pest. Subject to additional charges.

Terminix will provide a proposal for additional services to treat non-covered pests upon their identification by our Service Professional.

## Detail of Charges

Service Location	Street Address	Line Item Description	Quantity	Sales Price	Total Price
		Bait Stations/Locked	3.00	\$28.00	\$84.00
		Door sweeps	2.00	\$45.00	\$90.00
LEGACY CHARTER SCHO	4015 LEGACY WAY	One Time Charge	1.00	\$450.00	\$450.00

## Annual Investment

First year total service amount includes the price of the initial service, equipment and one year of service. 3% discount when annual investment is paid in advance.

Initial Service	\$450.00	1st Year Total	\$450.00
Initial Equipment	\$0.00	Service Amount	
Tax	\$0.00	Tax	\$0.00

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 Initial Total            \$450.00  
 Service                 \$0.00 - ONETIME

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 1st Year Total         \$450.00  
 2nd Year Total         \$0.00  
 Service Amount

**Easy Pay Feature - If Applicable**

Customer authorizes Terminix to automatically debit Customer's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Customer of a written notice to cancel such authorization. Customer understands that cancellation of this authorization does not cancel Customer's obligations under this Agreement.

THE TERMS AND CONDITIONS SET FORTH BELOW, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AND ANY ADDITIONAL PROVISIONS ATTACHED HERETO, AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

**Terminix Authorization and Customer Acceptance**

**Customer Acceptance**

**Terminix Authorization**

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 Date

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 Prepared By            Stephen Clark  
 Date

**THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.**

**Terms and Conditions**

- 1. INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.
- 2. FEES.** Customer shall pay the fees for Initial Service Visit and subsequent Service Visits (either monthly or quarterly as selected by Customer) for the Initial Term and any Renewal Term in accordance with the payment terms set forth above based upon the Payment Option selected by Customer.
- 3. PEST CONTROL SERVICE PLAN.** Terminix shall control for and mitigate against infestations of Standard Pests located in and around the structures on the Customer's premises through delivery of regular pest control service. For an additional charge if requested by the Customer, Terminix shall control for and mitigate against infestations of Premium Pests located in and around the structures on the Customer's premises through delivery of regular pest control service. All services shall be performed in accordance with procedures recognized in the pest control industry and scientific community as effective against target pests. **THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE CUSTOMER FOR ANY SUCH DAMAGE.**

**a. INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS.** On the initial service visit, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement (the "Initial Treatment"). Subsequent to the Initial Treatment, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement at the frequency selected by Customer in this Agreement during the Initial Term and any Renewal Term. Additionally, for control of certain pests, Terminix may utilize other pest control strategies including but not limited to, use of traps and glue boards.

**b. STANDARD PESTS.** Includes: cockroaches, mice, rats, silverfish, "house" ants (other than ants listed in Section 3.c. below), centipedes, millipedes, earwigs, house crickets and paper wasps.

**c. PREMIUM PESTS.** Includes: fleas, ticks, Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants, Black Widow Spiders, Brown Recluse Spiders and bees (Yellow Jackets, Hornets, Honey Bees and Wasps) and Clothes Moths.

**d. EXCLUDED PESTS.** Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, dry wood, damp wood), wood boring beetles, bed bugs (*Cimex lectularius*), mosquitoes or any other pests not specified in Section 3.b. and 3.c. above, unless otherwise agreed to in writing by Terminix.

**e. INTERIM SERVICE VISITS.** Subject to the limitations in Section 6 – Purchaser Cooperation, Terminix shall, upon the request of Customer and at no additional costs to Customer, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of Standard Pests and/or Premium Pests which occur between the regularly scheduled monthly or quarterly service visits.

**4. TERMINIX ULTIMATE PROTECTION GUARANTEE.** SUBJECT TO THE OBLIGATIONS OF CUSTOMER IN SECTIONS 6 AND 8 OF THIS AGREEMENT, THE SERVICES ARE PROVIDED IN ACCORDANCE WITH TERMINIX'S "ULTIMATE PROTECTION GUARANTEE." SPECIFICALLY, IF CUSTOMER IS NOT REASONABLY SATISFIED WITH THE QUALITY OF TERMINIX'S PEST CONTROL SERVICES PROVIDED TO ONE OR MORE CUSTOMER SITES, CUSTOMER SHALL PROVIDE WRITTEN NOTICE TO TERMINIX OF SUCH SERVICE DEFICIENCY AND TERMINIX SHALL CORRECT SUCH SERVICE DEFICIENCY WITHIN THIRTY (30) DAYS OF RECEIPT OF SUCH NOTICE. IF TERMINIX FAILS TO CORRECT SUCH SERVICE DEFICIENCY TO THE REASONABLE SATISFACTION OF CUSTOMER WITHIN SUCH THIRTY (30) DAY PERIOD, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PROVIDED THAT CUSTOMER IS NOT OTHERWISE IN MATERIAL BREACH OF THE AGREEMENT, FOR EACH CUSTOMER SITE THAT TERMINIX FAILED TO CORRECT SUCH SERVICE DEFICIENCY (EACH AN "UNCURED SITE"), TERMINIX SHALL REFUND TO CUSTOMER AN AMOUNT EQUAL TO THE PREVIOUS THREE (3) MONTHS OF SERVICE FEES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES PROVIDED TO SUCH UNCURED SITE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT. FOLLOWING THE PAYMENT BY TERMINIX OF THE REFUND FOR SUCH UNCURED SITE(S), TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO SUCH UNCURED SITE(S) SHALL IMMEDIATELY TERMINATE. EXCEPT FOR THE TERMINATION OF TERMINIX'S OBLIGATION TO PROVIDE SERVICES TO THE UNCURED SITE(S), THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**A. REGULATORY FINE PROTECTION.** IF DURING THE TERM OF THIS AGREEMENT, A FINE IS ASSESSED AGAINST CUSTOMER BY A MUNICIPAL, STATE OR FEDERAL GOVERNMENTAL AGENCY BASED SOLELY UPON AN INFESTATION OF ANY PESTS COVERED BY THIS AGREEMENT, TERMINIX SHALL PAY TO CUSTOMER AN AMOUNT EQUAL TO SUCH FINE PLUS AN ADDITIONAL 10% OF SUCH AMOUNT (THE "FINE REIMBURSEMENT PAYMENT"); PROVIDED, HOWEVER, THAT TERMINIX SHALL HAVE NO OBLIGATION TO PAY TO CUSTOMER THE FINE REIMBURSEMENT PAYMENT UNLESS: (A) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS FULLY SATISFIED ALL OUTSTANDING PAYMENT OBLIGATIONS UNDER THIS AGREEMENT AND IS NOT OTHERWISE IN BREACH OF THIS AGREEMENT; (B) AT THE TIME OF THE ASSESSMENT, CUSTOMER HAS CORRECTED TO TERMINIX'S REASONABLE SATISFACTION ALL CONDITIONS CONDUCIVE TO PEST BREEDING AND HARBORAGE AS RECOMMENDED BY TERMINIX PURSUANT TO SECTIONS 6 AND 8 OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY SANITATION AND STRUCTURAL RECOMMENDATIONS; AND (C) PRIOR TO PAYMENT OF THE ASSESSED FINE TO THE GOVERNMENTAL AGENCY, TERMINIX, IS AFFORDED A REASONABLE OPPORTUNITY TO ATTEMPT TO MITIGATE, REDUCE OR ELIMINATE SUCH FINE THROUGH THE FILING OF ADMINISTRATIVE AND/OR JUDICIAL PROCEEDINGS ON BEHALF OF CUSTOMER. IN SUCH EVENT, TERMINIX MAY RETAIN COUNSEL, AT THE SOLE COST OF TERMINIX, TO REPRESENT CUSTOMER AND TERMINIX. TERMINIX SHALL CONTROL THE PROCEEDINGS BUT SHALL REGULARLY CONSULT WITH CUSTOMER REGARDING THE STATUS OF THE PROCEEDINGS. CUSTOMER SHALL REASONABLY COOPERATE WITH TERMINIX AND COUNSEL IN THE PROSECUTION OF THE ACTION INCLUDING GATHERING OF EVIDENCE AND PROVISION OF TESTIMONY IN SUPPORT OF THE ACTION AS REQUESTED BY SUCH COUNSEL.

**5. ACCESS TO PROPERTY.** Customer must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.

**6. CUSTOMER COOPERATION.** Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.

**7. LIMITATION OF LIABILITY, LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.

**8. WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

**9. OWNERSHIP TRANSFER.** Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the service charges upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.

**10. FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection, or sabotage.

**11. ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.

**12. CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charges or terminate this Agreement.

**13. NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

**14. CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

**15. SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

**16. MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.

**17. CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**18. GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 16 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

**19. ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

Signature: Lisa Underwood  
Lisa Underwood (Feb 6, 2015)

Email: [office@legacycharterschool.net](mailto:office@legacycharterschool.net)