

## COMMERCIAL LEASE

This lease is made between JDL Investments (herein called Lessor) and Another Choice Virtual Charter School, (herein called Lessee). Lessee hereby offers to lease from Lessor and Lessor agrees to lease to Lessee the premises situated in the City of Caldwell, County of Canyon, State of Idaho, describes as 1207 Kimball Avenue, Caldwell Idaho 83605 under the following TERMS and CONDITIONS:

1. **LEASE TERM AND COMMENCEMENT:** Lessor leases the above premises containing approximately 1589 square feet for a term of 25 month(s), commencing July 1, 2021 and terminating on July 31, 2023.

2. **BASE RATE:** Monthly rent shall be paid in the amount of the following:

\$1250.00 per month for 25 month(s), \$15,000.00 for 1 year.

A. Rent payments are due on the 1st of each month, payable to:

JDL Investments  
1211 S Kimball Ave  
Caldwell ID 83605

B. The rental rate may increase on the anniversary or commencement date of the Commercial Lease (January 1) each year by a minimum of 3% but limited to a maximum of 5% annually.

3. **LATE PAYMENT PENALTY:** If payment of any installment of monthly rent or additional monthly charge or periodic charge or any other amount required is delinquent for a period more than ten (10) days, Lessee shall pay to Lessor a late charge of \$75.00.

4. **DEPOSIT:** Lessee shall deposit with Lessor on the signing of this lease the sum of \$2000.00. \$1000.00 for 1st months' rent and \$1000.00 for the security for the performance of Lessee's obligations under the lease, including without limitation, the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall be notified in writing within thirty (30) days of use and Lessee shall be required to replace all amounts owed within ten (10) days of mailing notice. This amount shall be refunded to the Lessee at the termination or completion of this lease provided that the Lessee has met all terms of the lease and returns the space to the landlord in as good as or better condition than it was received- normal wear and tear accepted.

5. **USE:** Lessee shall use and occupy the premises for Office space for a virtual charter school computer lab for students to use when needed. The premises shall be used for no other purpose, unless mutually agreed upon in writing.



**6. CARE AND MAINTENANCE OF PREMISES:** Lessee acknowledges that the premises shall be in good order and repair at the time of occupancy. Lessee shall, at Lessee's own expense and at all times, maintain the premises in good and safe condition, including electrical wiring, plumbing, heating and air conditioning maintenance, and any other system of equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all interior building repairs except for major capital costs involving the roof, exterior walls, structural foundation, and heating and air conditioning systems.

**7. ALTERATIONS:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises, which shall not be unreasonably withheld and shall be performed in a good and workmanlike manner. Tenant may close its business annually for up to thirty (30) days to refurbish and redecorate the premises upon landlord's approval. Lessor agrees to remove diagonal pony wall close to the sink/kitchenette area.

**8. ORDINANCES AND STATUTES:** Lessee shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee, If such ordinances or statues requires modifications by the Lessee, Lessee shall be required to get prior approval by the Lessor, which shall not be unreasonably withheld.

**9. ASSIGMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

**10. ENTRY AND INSPECTION:** Lessee shall permit Lessor, or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

**11. POSSESSION:** Lessee shall be granted access to property on or before 01 June, 2018: Assuming Use Permit has been obtained from the City of Caldwell, and all condition set forth are met by all parties. Landlord to remove pony wall with written notification from Lessee that said permit has been obtained.

**12. INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

**13. INSURANCE:** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor. Lessee shall



provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessee or Lessor, for the benefit of each other. Lessee or Lessor waive all rights of subrogation that might otherwise exist. Lessee shall also have a 5lb. abc fire extinguisher in good working condition, located on the premises at all times.

14. **EMINENT DOMAIN:** If the premise or any part thereof, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

15. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises is situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

16. **LESSOR'S REMEDIES ON DEFAULT:** If Lessee defaults in the payment of rent, or any additional rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default. If Lessee does not cure any such default within ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than ten (10) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. **ATTORNEY'S FEE:** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession



of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

18. **NOTICE:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address indicated on the first page of this document, or at such other places as may be designated by the parties from time to time.

19. **HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

20. **SUBORDINATION:** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

21. **ENTIRE AGREEMENT/ADDITIONAL PROVISIONS:** The foregoing constitutes the entire agreement between the parties and shall be modified only by the items listed below of a Contract Amendment signed by both parties:

**A. Lessee to pay all taxes, insurance, utilities including, gas, power, water and to be responsible for interior cleaning and maintenance.**

**B. All tenants signs for; including but not limited to: monument, building, door, or window to be reviewed and approved by Lessor or Lessor's representative prior to installation and paid for by Lessee.**

22. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties unless otherwise modified and signed by both parties.

  
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By:  
LESSOR- JDL Investments  
1211 S Kimball Ave  
Caldwell ID 83605  
208-869-8075

4/09/2021  
Date

  
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By:  
LESSEE-  
Another Choice Virtual Charter School  
1014 W Hemingway Blvd  
Nampa ID 83651

(208) 914-0658  
Telephone

June 11, 2021  
Date