Policy items reviewed and presented are as follows:

SECTION 5.00 – COLLECTION DEVELOPMENT AND MAINTENANCE

- Policy 5.01, Collection Development and Maintenance
  - Exhibit 5.01a, Library Bill of Rights
  - Exhibit 5.01b, Freedom to Read Statement
  - Regulation 5.01c, The Nature and Quality of Materials
- Policy 5.02, Exclusion of Materials
  - Exhibit 5.02a, Request for Reconsideration of Library Materials

Staff Recommendations:
Policies 5.00 through 5.02 of the Boise Public Library policy manual are presented to the Library Board for review. Staff has no recommended changes and these documents are presented for information purposes only, unless the Trustees direct changes to the policies.

Comments from the Board on the presented policies and regulations are encouraged.
COLLECTION DEVELOPMENT AND MAINTENANCE

The purpose of this policy is to articulate the role of the Library’s collection in the community and provide direction to staff members in their role as selectors. The Board endorses and incorporates as a part of this policy the American Library Association’s Library Bill of Rights (Exhibit 5.01a) and Freedom to Read Statement (Exhibit 5.01b). Since the Library's concern is the communication of ideas and the availability of materials for information, education and entertainment, these statements are extended for the purpose of this policy to include all material in any format.

In order to implement the collection development and maintenance policy, staff will design, and periodically revise, a list of criteria that will provide a framework for planning the content and nature of the Library's collection, for identifying the scope of the existing collection, and for developing plans for shaping a stronger collection. Specifically, staff will acquire, make available, and encourage the use of materials in all media that:

1. help people know more about themselves and their world;
2. supplement formal study and encourage informal self-education;
3. meet the diverse informational needs and recreational interests of all people in the community;
4. stimulate thoughtful participation in the affairs of the community, the country, and the world;
5. give access to a variety of opinions on matters of current interest and encourage freedom of expression;
6. support educational, civic, and cultural activities within the community;
7. aid in learning and improving job-related skills; and
8. assist the individual to grow intellectually and enjoy life more fully.

There is no single standard which can be applied in all cases when making an acquisition decision. Each type of material will be considered in terms of its own kind of excellence and the audience for which it is intended. Some materials will be judged primarily in terms of artistic merit, scholarship, or value as human documents; others will be selected to satisfy the recreational and entertainment needs of the community. Some materials evaluated are subject to widespread or local demand; items experiencing such demand may be added to the collection even though they do not meet the general and specific criteria routinely used by staff in making selection decisions.

The Board encourages public input on Library collections and invites Boise residents to make recommendations for purchases. Such recommendations will be given serious
consideration by Library staff in accordance with the general and specific criteria used in making selection decisions.

The Director or designee shall examine the collection regularly for the purpose of selection, assessment and retention of materials. The same criteria will be used in weeding materials from the collection as are used in their acquisition.

The ultimate responsibility for selection rests with the Director, who operates within the framework of this policy.
LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

FREEDOM TO READ STATEMENT

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious
thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.
3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.
7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

THE NATURE AND QUALITY OF MATERIALS

To build a collection of merit and significance consistent with the Library’s mission and strategic objectives, the Director or designee will evaluate materials against general and specific criteria; selections are made in accordance with one or more of these criteria:

General Criteria
1. suitability of physical form for library use
2. suitability of subject and style for intended audience
3. present and potential relevance to community needs
4. appropriateness of medium to content
5. insight into human and social condition
6. importance as a document of the times
7. relation to existing collection and other material on subject
8. reputation and/or significance of author
9. skill, competence, and purpose of author
10. attention of critics, reviewers, and public
11. currency
12. affordability

Specific Criteria for Works of Non-Fiction, Regardless of Format
1. scope and authority of subject matter
2. comprehensiveness and depth of treatment
3. objectivity
4. accuracy and logic of presentation
5. clarity of style
6. representation of challenging, though extreme or minority, point of view
7. scarcity of information in subject field

Specific Criteria for Works of Fiction, Regardless of Format
1. representation of important movement, genre, trend, or national culture
2. vitality and originality
3. artistic presentation
4. sustained interest
5. effective characterization and/or a realistic portrayal of life
6. authenticity of historical or social setting

Staff will also consider the adequacy and availability of materials in other community agencies when making selection decisions. To avoid unnecessary duplication of materials, established special collections that are available for public and/or professional
use (e.g., State Law Library, corporate libraries) will be considered the primary sources for specialized materials.

The provision of curriculum-related materials is generally the responsibility of the schools, but the Library may provide materials that supplement and enrich the materials provided by the schools. When patron demand indicates the need for more curriculum-related materials for individual use by the public (as opposed to school classroom use), materials may be purchased to meet these needs to the extent funds allow without creating a collection imbalance in other areas.
EXCLUSION OF MATERIALS

The Library will review decisions regarding specific titles upon written request from a Boise resident. The Director or designee will provide a Request for Reconsideration form (Exhibit 5.02a) for this purpose.

When a completed Request for Reconsideration form is filed, the Library will begin its reconsideration process. This process consists of the following steps:

1. Staff will review the materials under consideration. The staff will communicate its decision to the patron in writing within 20 business days.

2. Should the patron not be satisfied with the staff’s decision, the Director will review the material in question in consultation with appropriate staff. The Director will communicate his or her decision to the patron in writing within 20 business days.

3. The patron may appeal the Director’s decision to the Board. The decision of the Board will be communicated to the patron and shall be final.

In considering Requests for Reconsideration, staff, the Director and the Board will consider each work as a whole, and individual passages will not be treated out of context. They will also consider the literary merit of works recognized as classics, even though classic works may contain words or sentiments which, today, are unacceptable.

No materials shall be excluded from the Library’s collection solely because of coarse language or implicit or explicit treatment of certain situations, if a reasonably accurate picture of human experience is portrayed, if the work is deemed a significant artistic endeavor, or if the work meets criteria specified in The Nature and Quality of Materials (Regulation 5.01c).
REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS

(Please fill out this form completely and give it to a library staff member. Library management will reply to your request in writing.)

TYPE OF MATERIALS: (Check one)

<table>
<thead>
<tr>
<th>Fiction</th>
<th>Adult</th>
<th>Young Adult</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Fiction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audiobook</td>
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<tr>
<td>Movie/Documentary/Television series</td>
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<td>Music</td>
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<tr>
<td>Magazine/Newspaper</td>
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</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

TITLE ____________________________________________________________

AUTHOR/PERFORMER ____________________________________________

PUBLISHER/COPYRIGHT DATE ______________________________________

ITEM BARCODE _________________________________________________

Request initiated by ____________________________________________

Address _______________________________________________________

City ___________________ State _____ Zip Code ___________ Telephone ___________________

Email address _________________________________________________

Library location where request was submitted ______________________

Library Card number (optional) _________________________________

Do you represent:

_____ Yourself

_____ An Organization (name) ___________________________________

_____ Other group (name) ______________________________________

1. To what in the material do you object? (Please be specific; cite pages and specific passages. Use additional sheet if necessary.)

________________________________________________________________

(continued on reverse)
2. Are your objections based on (check all that apply):
   ______ religious principles
   ______ moral teachings
   ______ political beliefs
   ______ inaccuracies in the material
   ______ other (please list) ________________________________

3. Did you read, view or listen to the entire work? ________________________________
   If not, what parts did you read, view or listen to? ________________________________

4. What do you feel would be the result of reading, viewing, or listening to this material? ________________________________

5. What parts of the work do you think are accurate and valuable? ________________

6. What do you believe the theme of this work to be? ________________________________

7. Are you aware of judgments of this work by professional critics? ________________

8. For what age group would you recommend this work? ________________________________

9. What action are you requesting the library take in regard to this work? ________________

10. If you are requesting withdrawal of the work, what work would you recommend in its place that would convey as valuable a picture and perspective of the subject treated? ________________________________

Signature ____________________________ Date ________________________________

(continued on reverse)
SUBLEASE AGREEMENT
between
City of Boise City and Step Ahead Idaho, Inc.

This Sublease Agreement ("Sublease"), dated this ___ day of ______________, 20___, is between the CITY OF BOISE CITY, an Idaho municipal corporation ("Sublessor"), and STEP AHEAD IDAHO, INC., an Idaho nonprofit corporation ("Sublessee"). Sublessor and Sublessee are referred to collectively herein as the "Parties" and individually as "Party."

WHEREAS, FPA Shoppes at Hillcrest Associates, LLC ("Prime Lessor") lets space within retail buildings known as the "Hillcrest Shopping Center" located at 5120 Overland Road, Boise, Ada County Idaho ("Building"); and

WHEREAS, the Hillcrest Shopping Center Lease dated July 10, 2017 ("Primary Lease") by and between Prime Lessor as landlord, and Sublessor as tenant, was entered into for approximately 13,502 rentable square feet of space in the Building, which space is commonly known as Unit 5264 and as 5246 W. Overland Rd., Boise, Idaho 83705 ("Full Premises"), and is more particularly described in the Primary Lease; and

WHEREAS, the Primary Lease contains a provision whereby the Prime Lessor permits Sublessor to sublease up to 30% of the Full Premises to Sublessee; and

WHEREAS, Sublessor desires to sublease a portion of the Full Premises to Sublessee and Sublessee desires to sublease a portion of the Full Premises from Sublessor in accordance with the terms and conditions of this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEMISE. Subject to and on the terms, conditions, covenants, and agreements contained herein, Sublessor hereby subleases to Sublessee the premises (the "Subleased Premises") consisting of no more than 2,278 square feet located in the Full Premises and depicted on Exhibit A hereto as "Step Ahead 2," "Office 3," "Classroom 7" and "Storage 7B."

2. PRIMARY LEASE. This Sublease is and shall be at all times subject and subordinate to the terms, covenants and conditions of the Primary Lease, which is attached hereto as Exhibit B.
   2.01. Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Sublessee and Prime Lessor.
   2.02. Sublessee shall not do or permit to be done any act or thing, or omit to do anything which may constitute a breach or violation of any term, covenant or condition of the Primary Lease.
3. **TERM.**

3.01. The term of this Sublease shall begin on ____________________, 20__, and, unless terminated or cancelled earlier pursuant to Section 8 herein, will continue on a month-to-month basis until expiration thirty (30) days prior to expiration of the Lease Term of the Primary Lease.

3.02. Sublessee shall not be entitled to exercise any options to extend or renew the term of the Primary Lease. These options are expressly retained by Sublessor and may be exercised or waived by Sublessor in its sole and absolute discretion.

3.03. Any holding over by Sublessee of the Subleased Premises at the expiration, termination or cancellation of this Sublease without the consent of Sublessor, is prohibited. If Sublessee holds over, Sublessee shall be liable to Sublessor for all resulting costs, expenses, losses or damage to Sublessor regardless of whether such costs, expenses, losses or damage may be contended at this time. No receipt or acceptance of money by Sublessor from Sublessee after the termination of the Sublease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Subleased Premises and/or Full Premises, shall reinstate, continue or extend the terms of this Sublease or affect any such notice, demand or suit or imply consent for any action for which Sublessor's consent is required or operate as a waiver of any right of the Sublessor to retake and resume possession of the Subleased Premises or to use self-help as authorized by law.

4. **RENT.** As of the date of term commencement set forth in Section 3.01 above, Sublessee shall pay to Sublessor for the Subleased Premises annual rent of $1.00 (one dollar) in advance throughout the term of this Sublease and without notice or demand from Sublessor. Rent payments shall be paid to Sublessor at the address specified for Sublessor in Section 9.05 herein.

5. **USE.**

5.01. Sublessee accepts and agrees that it takes the Subleased Premises from Sublessor AS-IS, WHERE IS, and with all faults.

5.02. Sublessee understands the Subleased Premises are situated within the Full Premises wherein Sublessor operates a branch public library. Sublessee acknowledges that any and all use of the Subleased Premises must be consistent with library operation. Sublessee agrees to use and occupy the Subleased Premises in a manner that is neither detrimental nor disruptive to the function and operation of the surrounding public library. The determination of detrimental or disruptive use and occupation of the Subleased Premises is within the sole discretion of Sublessor's library administration personnel.

5.03. Sublessee shall use and occupy the Subleased Premises for academic counseling purposes only and will not enter into any other activities on the Subleased Premises without Sublessor's prior written approval.

5.04. Sublessee's use of the Subleased Premises must be in full compliance with all applicable laws, rules, and regulations.

HILLCREST SUBLEASE - 2
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6. REPAIR, OPERATION AND MAINTENANCE.

6.01 Sublessor has no obligations whatsoever regarding the repair, operation, and/or maintenance of the Subleased Premises, other than those listed in this Section. Sublessor shall provide the following services for the Subleased Premises without additional charge except for extraordinary service charges:

a. Lighting through fixtures, including the replacement of light bulbs as long as they are in approved light fixtures that are part of the building.

b. Heating and air conditioning through the system which is now in place or as may be modified by Prime Lessor in the future.

c. Electrical service.

d. Janitorial service and supplies to the same extent provided for library operation in the Full Premises.

e. Public Wi-Fi for internet access.

f. Public restrooms.

6.02 Maintenance of Premises. Sublessee shall keep the Subleased Premises in a good state of repair and condition (normal wear and tear excepted), including keeping the Subleased Premises in a neat and orderly condition as determined by Sublessor in its reasonable discretion.

6.03 Improvements. Sublessor agrees to perform improvements within the Subleased Premises in the form of construction of classroom, office, storage and meeting space similar to that depicted in Exhibit A hereto. As consideration for Sublessor’s provision of repair, operation, maintenance, improvements, and concession to accept nominal rent, Sublessee will reimburse Sublessor two hundred-eighteen thousand two hundred-fifteen dollars ($218,215) for part of the cost of improvements. Upon Sublessor’s receipt of a certificate of occupancy, Sublessee may immediately occupy the Subleased Premises and provide the services offered by Sublessee’s non-profit corporation.

Sublessee shall not make any tenant improvement changes, including additions, deletions or removals, to the Subleased Premises without Sublessor’s prior written approval. Sublessee shall keep the Subleased Premises lien free from any tenant improvement work or otherwise. Sublessee shall obtain any and all permits required for the tenant improvements, and improvements shall be made in compliance with all Boise City building codes and regulations, and all other applicable federal, state and local laws. As a condition precedent to any approval, Sublessor may require a reasonable amendment to the Sublease to account for such improvements, that includes, but is not limited to, additional insurance requirements.

6.04 Entry by Sublessor. Sublessor reserves the right at all reasonable times to enter the Subleased Premises for purposes of inspection, alteration, improvement, maintenance or repair provided that Sublessor will not unreasonably interfere with Sublessees’ quiet enjoyment of the premises. Sublessee hereby waives any claims for damages, injury or inconvenience to or interference with Sublessee’s business or any other loss based on Sublessor’s or Prime Lessor’s entry for the purposes identified herein. For the above purposes, Sublessor shall at all times have a key with which to unlock all of the doors in the Subleased Premises.

7. INSURANCE.

7.01 Liability Insurance. Sublessee shall maintain in force during the term of this
Sublease commercial comprehensive general liability insurance covering the insured against claims of bodily injury, personal injury, and property damage (including loss of use thereof) arising out of Sublessee’s operations and contractual liabilities (covering the performance by Sublessee of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Sublease and the performance by Sublessee of the indemnity agreements set forth herein for limits of liability not less than $1,000,000.00 annual aggregate. If Sublessee uses a motor vehicle in the operation of its business, it shall maintain in force during the term of this Sublease, automobile liability insurance for all owned, non-owned and hired vehicles used on the premises in at least the minimum amounts required by state law.

7.02 Property Insurance. Sublessee shall maintain in force during the term of this Sublease a policy or policies of insurance covering loss or damage to the tangible property Sublessee brings into the Subleased Premises, including all furniture, equipment, merchandise and all other items of Sublessee’s property on the premises installed by, for, or at the expense of Sublessee. Such insurance shall be written on a “cause of loss” form for the full replacement cost value new and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement, and sprinkler leakage coverage. Sublessor shall not in any way be responsible for any of Sublessee’s property, inventory, trade fixtures and furniture, and personal property of others within the Sublessee’s care, custody or control.

7.03 Workers Compensation. To the extent required by Idaho law, Sublessee shall maintain in force during the term of this Sublease workers compensation coverage with limits consistent with the statutory requirements of the State of Idaho and include employer’s liability coverage with minimum limits of: bodily injury by accident -$500,000 each accident; bodily injury by disease - $500,000 each employee; bodily injury by disease-$500,000 policy limit. If or when Sublessee is required by law to maintain workers compensation coverage, Sublessee shall provide to Sublessor a certificate showing proof of said insurance coverage.

7.04 Policy Requirements. Concurrent with the execution of this Sublease, Sublessee shall provide proof of insurance coverage required in Sections 7.01 and 7.02, herein, by providing a certificate(s) of Sublessee’s insurance coverage, a copy of the declarations page of each insurance policy, and a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance, or endorsement(s) attached thereto, shall provide that: (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to Sublessor; (b) Sublessor, and its agents, officers, servants, and employees are named as additional insureds; (c) the policy shall be considered primary and non-contributory as regards any other insurance coverage Sublessor may possess, including any self-insured retention or deductible Sublessor may have, and any other insurance coverage Sublessor may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis; and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company. If the insurance coverage required herein is
canceled, or reduced in coverage or limits or the deductible is increased, Sublessee shall, within fifteen (15) days, but in no event later than the effective date of cancellation or reduction, provide to Sublessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, without further notice and at its option, Sublessor may, in addition to all its other remedies, procure insurance coverage at Sublessee's expense whereupon Sublessee promptly shall reimburse Sublessor for such expense. The limits of the Sublessee's insurance policies shall not, in any manner, be deemed as a limitation to the Sublessee's obligation to indemnify, protect, defend and hold harmless Sublessor as specified in this Sublease. The Sublessee shall procure and maintain insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service.

7.05. **Subrogation.** Sublessor and Sublessee agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Sublessor or Sublessee, as the case may be, so long as the insurance carried by Sublessor and Sublessee, respectively, is not invalidated thereby. Notwithstanding anything to the contrary contained in this Sublease, Sublessor and Sublessee hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

8. **TERMINATION, ASSIGNMENT AND TRANSFER.**

8.01 **Termination.** This Sublease will expire thirty (30) days prior to expiration of the Lease Term of the Primary Lease, unless terminated earlier in accordance with this Section 8. This Sublease will automatically terminate upon early termination of the Primary Lease. Prior to expiration or termination of the Primary Lease, this Sublease may be terminated by either Party for convenience at any time upon submission of thirty (30) days written notice to the other Party in the manner described in Section 9.05 herein. Sublessor may choose to terminate this Sublease in the event of Sublessee's default as described below. In case of termination, the provisions of this Sublease regarding indemnification, damages, fees and costs shall survive termination of the Sublease for a period of twenty four (24) months.

8.02 **Default.** Any of the following shall be an event of default by Sublessee:

a. Be in arrears in the payment of the whole or any part of rent for a period of ten (10) business days after receipt of written notice that such rent is past due;

b. Hold over their tenancy beyond this Sublease;

c. Make any general assignment for the benefit of creditors;

d. Abandon the Subleased Premises;

e. Default in the performance of any of the covenants and conditions required herein (except rent payments which are addressed above) to be kept and performed by Sublessee, and such default continues for a period of thirty (30) days after receipt of written notice from Sublessor to cure such default;

f. Be adjudged a bankrupt in involuntary bankruptcy proceedings; and/or
g. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Sublessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

8.03 Effect of Default. In the event of default per Section 8.02, Sublessor may, after complying with any procedures imposed by law, take immediate possession of the Subleased Premises including any and all improvements thereon and remove Sublessee’s effects, without being deemed guilty of trespassing or conversion. If Sublessee breaches any covenant or condition of this Sublease, Sublessor may, on reasonable notice to Sublessee, (except that no notice need be given in case of emergency), cure such breach at the expense of Sublessee and the reasonable amount of all expenses, including reasonable attorney’s fees, incurred by Sublessor in doing so (whether paid by Sublessor or not) shall be considered rent due on the date of the next regularly scheduled rent installment. Failure of Sublessor to declare this Sublease cancelled upon the default of Sublessee for any of the reasons set out shall not operate to bar or destroy the right of Sublessor to cancel this Sublease by reason of any subsequent violation of the terms of this Sublease.

No receipt or acceptance of money by Sublessor from Sublessee after the expiration or cancellation of this Sublease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Subleased Premises, shall reinstate, continue, or extend the terms of this Sublease or affect any such notice, demand or suit or imply consent for any action for which Sublessor’s consent is required or operate as a waiver of any right of the Sublessor to retake and resume possession of the Subleased Premises.

8.04 Sublessor Remedies for Default. In the event of default by Sublessee hereunder which shall remain uncured after the required notices have been given pursuant to this Sublease, Sublessor shall have the following remedies:

a. Sublessor shall have the right to terminate this Sublease, including all of the right, title, and interest of Sublessee hereunder. No notice in addition to the notice required by this Section hereinabove shall be required to effectuate Sublessor’s rights in this regard;

b. Sublessor shall have the right to collect from Sublessee all expenses, costs, fees and damages reasonably incurred by Sublessor as a result of Sublessee’s breach, including, but not limited to, attorney’s fees; and

c. Sublessor may enter into and upon the Subleased Premises or any part thereof and repossess the same, expelling therefrom Sublessee and all personal property of Sublessee (which property may be removed and stored at the cost of and for the account of Sublessee), and relet the Subleased Premises or any part thereof upon such terms and conditions as shall reasonably appear advisable to Sublessor. The aforesaid remedies, as well as any other remedies allowed by Idaho law, which are preserved in Sublessor, shall be cumulative and non-exclusive, except as is otherwise prescribed by Idaho law.

8.05 Assignment or Subletting. Sublessee shall not sub-sublet all or any portion of the Subleased Premises or assign or transfer this Sublease, or any interest therein, without the prior written consent of Sublessor, which approval may be withheld at the sole and absolute discretion of Sublessor.
9. GENERAL PROVISIONS

9.01 Improvements upon Termination or Expiration. Upon termination or cancellation of the Sublease, Sublessee shall leave the Subleased Premises broom clean and in good condition and repair (reasonable wear and tear, and casualties excepted). Any remediation, repairs or other actions required to return the property to its required condition will be at Sublessee’s sole expense. Sublessee shall have the right to remove from the Subleased Premises all personal property of Sublessee but no fixtures or personal property provided by Sublessor.

9.02 Indemnification of Sublessor. To the extent not prohibited by law, Sublessor and its respective officers, directors, officials, agents, employees and/or subdivisions (collectively, the “Sublessor Parties”), shall not be liable for any damage, injury or death, either to person or property (including the loss of use thereof), of any nature whatsoever, which damage is sustained by Sublessee, by persons claiming through Sublessee, or any other third party; provided that the foregoing shall not apply to the extent that any damage, injury, or death is caused by the negligence, recklessness, or intentional misconduct of a Sublessor Party (i.e., if a Sublessor Party is only partially at fault for any damage, injury, or death, Sublessor’s liability shall be reduced in proportion to its fault). Sublessee shall indemnify, protect, defend, save and hold harmless the Sublessor Parties from and against any and all liabilities, losses, suits, claims, judgments, fines, losses, costs, expenses or demands, of any nature whatsoever (including court costs, expert fees and attorneys’ fees) (collectively, “Claims”), incurred in connection with Sublessee’s breach of this Sublease, or as a result of any negligence of Sublessee, its officers, directors, officials, agents, employees, contractors, subcontractors, licensees and/or invitees (collectively, the “Sublessee Parties”), in, on or about the Subleased Premises. Should a Sublessor Party be named as a defendant, a party or otherwise identified in any suit, action or demand brought against a Sublessee Party in connection with or arising out of an event covered by this indemnification provision, Sublessee shall pay and/or otherwise compensate such Sublessor Parties for their costs and expenses incurred in such suit, action or demand without limitation. Sublessor shall give reasonable notice to Sublessee of any such claims or actions. Sublessee shall, in writing, notify Sublessor of the counsel to be used in carrying out its obligations herein. Sublessor shall be entitled to object to use of said counsel and shall give reasonable notice of any objection regarding the use of said counsel. Further, Sublessee’s agreement to indemnify the Sublessor Parties is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Sublessee pursuant to the provisions of this Sublease. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this Sublease for a period of 24 months.

9.03 Non-discrimination Covenant. Sublessee, as part of the consideration therefor, does hereby covenant and agree that no person on the grounds of race, religion, color, sex, age, disability, sexual orientation, gender identity/expression, or national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and the services provided therein.

9.04 Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

9.05 Notices. All notices required or permitted under this Sublease shall be given
via United States mail, certified or registered mail, return receipt requested, postage fully prepaid, and addressed to the proper party at the following address:

**LESSOR:** Boise Public Library  
Attn: Kevin Booe  
715 S. Capitol Blvd.  
Boise, Idaho 83702

**LESSEE:** Step Ahead Idaho, Inc.  
Attn:  
967 E. Parkcenter Blvd #400  
Boise, Idaho 83706-6700

With copy to:  
Kelley Fleming  
kfleming@cityofboise.org

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. A Party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other Party in the manner set forth in this paragraph.

9.06 **Attorney's Fees.** If either Party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Sublease, the prevailing Party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.07 **Cumulative Rights and Remedies.** All rights and remedies of Sublessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Sublessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

9.08 **Agreement Made in Writing.** This Sublease contains all of the agreements and conditions made between the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Further, this Sublease may not be modified or amended orally or in any manner other than by agreement in writing signed by both Parties. The recitals, Exhibit A and Exhibit B are hereby incorporated by reference and made a part of this Sublease.

9.09 **Paragraph Headings.** The captions of the various sections of this Sublease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Sublease or any part or parts of this Sublease.

9.10 **Severability.** If any provision of this Sublease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Sublease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Sublease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

9.11 **Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon Sublessor and Sublessee and their permitted successors and assigns.

9.12 **Rules and Regulations.** Sublessee shall observe and comply with all laws, rules and regulations governing the conduct and operation of the Boise Public Library whether established and promulgated by Sublessor, the Boise Public Library Board of
Trustees, the State of Idaho, or the federal government.

9.13 Taxes and Other Charges. Sublessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against Sublessee or Sublessor, with respect to the Subleased Premises, during the term of this Sublease.

9.14 Counterparts. This Sublease may be executed in counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed version of this Sublease.

9.15 Authorization. The person executing this Sublease on behalf of Sublessee warrants to Sublessor that Sublessee is a duly authorized and existing corporation, that Sublessee is qualified to do business in the State of Idaho, that Sublessee has full right and authority to enter into this Sublease, and that the person signing on behalf of Sublessee is authorized to do so. This Sublease shall not become effective or binding until approved and authorized by resolution of the Boise City Council.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date first above written.

SUBLESSOR:

CITY OF BOISE CITY,
an Idaho municipal corporation

By: ____________________________
    David H. Bieter
    MAYOR

ATTEST: _________________________
    Lynda Lowry
    EX-OFFICIO CITY CLERK
SUBLESSEE:

STEP AHEAD IDAHO, INC.
an Idaho nonprofit corporation

By ______________________

Printed Name: ________________

Title: ________________________

ACKNOWLEDGEMENT

State of ________)
    ss.
County of ________)

On this _____ day of ________20____, before me, ____________________, a Notary Public in and for the State of Idaho, personally appeared ________________, known or identified to me to be the ____________________ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal

______________________________
Notary Public for Idaho

My commission expires: ________________

(SEAL)
EXHIBIT A

DEPICTION OF SUBLEASED PREMISES
EXHIBIT B

PRIMARY LEASE