

BOISE PUBLIC LIBRARY BOARD OF TRUSTEES
November 10, 2021, Meeting Packet Cover Page

AGENDA

DIRECTOR'S REPORT

SUPPORTING DOCUMENTS

- Boise Public Library Policy Review:
Policy Review Cover Sheet
Section 2.00, Personnel
 - Policy 2.01, Personnel
 - Policy 2.02, Continuing Education
- Learning Lab Lease
- Step Ahead Idaho Sublease

BOISE PUBLIC LIBRARY STATISTICS

- System Statistics Reports, September 2021

Agenda



BOISE PUBLIC LIBRARY

MAYOR: Lauren McLean | DIRECTOR: Jessica Dorr

Boise Public Library Board of Trustees Regular Meeting Agenda

Wednesday, November 10, 2021, 11:30 a.m. • Main Library, Marion Bingham Room, 715 S. Capitol Blvd., Boise, ID 83702

Public can attend the meeting in person, or via YouTube at the following link:

<https://youtu.be/9tL1HrTshVs>

Seating is limited so the public is encouraged to view the meeting online if possible.

<p>BOARD OF TRUSTEES Tonya Westenskow, President Phil Magnuson, Vice-President Sonia Galaviz Brian Klene Nicole Trammel Pantera</p>	<p>MISSION The Boise Public Library improves community members' quality of life by supporting their efforts to enhance knowledge, realize creative potential, and share ideas and stories.</p>
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AGENDA

1. **Call to Order and Introductions**
2. **Communications**
None
3. **Minutes-Action Item**
October 13, 2021, Regular Meeting
4. **Consent Agenda-Action Item**
All matters on the consent agenda are considered routine and may be approved in a single motion. A trustee may ask that an item be removed from the consent agenda and considered separately.
 - a. **Payment of Bills and Payroll**
 - b. **Financial Reports**
Year-to-Date through September 30, 2021
Gift Fund activity for September 2021
5. **Reports**
 - a. Friends of the Boise Public Library
 - b. Boise Public Library Foundation
 - c. Library Director including administration and management
6. **Old Business**
 - a. **Boise Public Library Policy Review: Section 2.00, Personnel**
Library Public Services Manager Sarah Kelley-Chase will review section 2.00 of the Boise Public Library Policy Manual with the Trustees. The staff recommends no

MAIN LIBRARY
 715 S. Capitol Blvd., Boise, Idaho 83702
 P: 208-972-8200 | TDD/TTY: 800-377-3529

LIBRARY! AT
 BOWN CROSSING
 P: 208-972-8360

LIBRARY! AT
 COLE & USTICK
 P: 208-972-8300

LIBRARY! AT
 COLLISTER
 P: 208-972-8320

LIBRARY! AT
 HILLCREST
 P: 208-972-8340

BOISE CITY COUNCIL: Elaine Clegg (President), Lisa Sánchez (President Pro Tem), Patrick Bageant, Jimmy Hallyburton, TJ Thomson, Holli Woodings

BOISEPUBLICLIBRARY.ORG

changes to this section of the policy manual. This is a discussion item only and requires no action unless the Trustees direct a change in the presented policies.

This continues the Library Board of Trustees annual policy review for Fiscal Year 2022 as stipulated by the Board's bylaws.

7. New Business

a. New Library Card Designs

Library Events Coordinator Josh Shapel will share with Trustees five final library card designs submitted by artists. The designs will be presented to the public for a vote beginning Monday, November 8.

b. Lynx! Consortium Assessment

Library Director Jessica Dorr will provide an overview of the work being done to assess the Lynx Consortium in its current form and options for a path forward.

c. Learning Lab Lease- Action Item

Staff will review the lease between Learning Lab, Inc. and the city of Boise City (Boise Public Library) for operation of a community literacy center, commencing on November 1, 2021. A copy of the document is included in the supporting document section of the meeting packet.

Motion to approve, revise, or reject the presented lease between Learning Lab, Inc. and the city of Boise City (Boise Public Library) and forward to City Council for final approval will be requested.

d. Step Ahead Idaho Sublease- Action Item

Staff will review the sublease between Step Ahead Idaho, Inc. and the city of Boise City (Boise Public Library) for operation of an academic counseling center and related uses, commencing on November 1, 2021. A copy of the document is included in the supporting document section of the meeting packet.

Motion to approve, revise, or reject the presented sublease between Step Ahead Idaho, Inc. and the city of Boise City (Boise Public Library) and forward to City Council for final approval will be requested.

8. Selection of Trustee to Review Payment Vouchers

Trustee review for November vouchers by Westenskow.

9. Selection of Meeting Date

Next regular meeting Wednesday, December 8, 2021.

10. Adjourn

Any person needing special accommodations to participate in the above notice meeting should contact the library administration office at 208-972-8258 no later than three working days before the scheduled meeting.



Director's Report

BOISE PUBLIC LIBRARY

Library Director's Report

November 2021

Operations

COVID-19 Services Status

The Library continues to operate with the hours introduced in August; COVID-19 protocols also remain in place. Due to weather, outdoor programming will be limited in November. We have worked with the Parks department to identify locations which are most appropriate for wetter, colder days. As the weather gets colder and we do need to pause outdoor programs, we will again increase virtual story times and grab & go activity kits to keep kids learning and engaged. We hope to have as short a break as possible in outdoor programming as we know how appreciated these programs are by children and families.

Following the approval by the Boise City Council of additional funding for security support, we have worked collaboratively with the City's Security team to utilize these funds. By the end of November, we will have security guards at all locations during the hours we are open to the public. Library staff are heavily involved in hiring and training of City security staff. Additionally, members of the City's Security team are taking our "Librarian's Guide to Homeless" training as part of their orientation. Discussions are also underway to identify further training needs for Library and Security staff.

Strategic Planning

Two finalists for the Strategic Planning consultant have been selected and will be interviewed by the selection panel on Tuesday, November 9th. A final decision will be made following these interviews.

City Council

On Tuesday, October 19th, Heidi Lewis and Jessica Dorr addressed the city council in a work session. Heidi was recognized as the 2021 Idaho Librarian of the Year and Jessica provided an update on the work of the Library during the last year and some upcoming efforts. The [session](#) is posted on the city's YouTube channel with the Library section of the meeting starting at the four-minute mark.

Follow-up from Previous Discussion

During the October meeting, Trustees asked about the language capabilities of the new Library app – Ida – and requested some additional information on potential steps the Library could take to support usage in languages other than English. The Board's discussion raised some great points for the Library to consider both in the short term and over time.

The [SOLUS Library App](#), which was used to create Ida, supports more than twenty¹ languages. Currently, BPL has made Ida available in two languages for our users – English (United States) and Spanish (Latin America). Across the consortium, Ada, Caldwell, Kuna, and Meridian also have Spanish or Spanish (Latin America) enabled. Meridian also has Chinese, Portuguese, and Russian available. The other libraries have made Ida available only in English.

To make the app functional in a language, the library needs to have content available in that language. For BPL that means while the app allows us to change the navigation functions to supported languages, the content – either in the App itself or in a linked resource – needs to be translated. For Spanish, we have been able to make

¹ Bengali, Chinese (Simplified, China; Simplified Singapore; Traditional, Hong Kong SAR; Traditional, Macao SAR; Traditional, Taiwan), Danish, Dutch, English (Australia; Canada; Ireland; New Zealand; United Kingdom; United States), Finnish, French, French (Canada); German, Hindi, Hmong Mong, Irish Gaelic, Italian, Karen languages, Māori, Norwegian, Polish, Portuguese, Russian, Somali, Spanish, Spanish (Latin America), Swahili, Swedish, Vietnamese, Welsh

most content available in the app itself (though much of the content on our website which Ida links to remains in English), but we do not have language capabilities for any other languages at this time.

The City's Community Engagement (CE) team is undertaking work to create a Language Access program, including hiring of a Language Access Coordinator to lead efforts across the City. When this position is filled, we will be able to understand what translation support is available and utilize these resources. CE is also a key partner for the Library in our upcoming website redesign and language access needs will be considered in that effort. The most recent US Census showed an increase in Spanish-speakers in Boise and the Library is in discussions across the City to improve access to services by Spanish-speaking constituents.

Finally, the consortium marketing group has begun work to create an orientation video to help users download and use Ida. The group is working to understand the most frequently asked questions or challenges users are experiencing in order to make sure these videos are well targeted. The suggestion to narrate these videos in languages other than English is being explored by the group.

Administration and Management Reports:

IXL Promotion

In order to do more targeted promotions of our resources, a representative from [IXL](#), a personalized learning resource for students from pre-k through 12, set up a table outside of the Library! at Bown Crossing after school to introduce the content to parents and caregivers. This resource is free for all Boise Public Library cardholders.

Displays and Events

Staff across the system created displays, grab & go's, and storytimes related to fall and Halloween including pumpkin carving and an intricate Lego® diorama.

Foundation Center

Information Services staff provided Boise State University students with training on the use of in-house resources located on the third floor related to grant writing and non-profits.

Community Partners

- Homebound staff partnered with the City's [Dick Eardley Senior Center](#) to start a monthly pop-up library in their building.
- Multiple locations continued to host Covid-19 vaccination clinics

Communications

Monthly Email Newsletter

- [October](#) – Sent October 4 to 4,515 contacts – open rate 37.7%
- November – To be sent November 2 to 4,494 contacts – open rate TBD

Ultimate Book Nerd Newsletter

- [October](#) – Sent October 18 to 330 contacts – open rate 46.2%

Social Media

- In October, our focus was on Ida – An Idaho Library App with a go-live date of October 6 and promotional push starting November 1.
- In November, we'll continue promoting Ida app, highlighting Idaho Family Reading Week and begin our new Library Card Design voting in partnership with Boise Arts & History.

Supporting Documentation

Boise Public Library

Policy Review November 10, 2021

Policy items reviewed and presented are as follows:

SECTION 2.00, PERSONNEL

- Policy 2.01, Personnel
- Policy 2.02, Continuing Education

Staff Recommendations:

Policy 2.00 of the Boise Public Library policy manual is presented to the Library Board for review. Staff has no recommended changes to these policies and are included in the meeting packet for information purposes only, unless the Trustees direct changes.

Document Type:	Policy
Number:	2.01
Effective:	03-01-11
Revised:	12-02-15

PERSONNEL

The Board follows the personnel policies of Boise City, as outlined in the Boise City Employees Handbook.

The Board has sole responsibility for hiring, supervising, and evaluating the Director, who serves at the pleasure of the Board.

Nevertheless, the Board expects members of the Library's management to bring serious concerns related to the Director's job performance to the attention of the Board. These concerns would include: 1) job performance that clearly does not meet the job description or job performance standards adopted by the Board; 2) intentional actions by the Director that circumvent the written library policies as adopted by the Board; 3) the creation of a hostile, harassing, or threatening work environment whether as an ongoing practice or a single incident; 4) unethical or illegal actions or behavior.

The Director and supervisory staff have the authority to dismiss any library employee whose attitude, professional ethics and conduct, or performance of duties make such action advisable. The Director and supervisory staff shall follow the personnel policies of Boise City when exercising this authority, as outlined in the Boise City Employees Handbook.

The Library is committed to providing equal employment opportunities for all persons.

Document Type:	Policy
Number:	2.02
Effective:	03-01-11
Revised:	03-01-11

CONTINUING EDUCATION

The Board encourages the personal and professional development of staff members through participation in civic, educational, and professional organizations. Attendance at library institutes and the conferences of library associations may be financed within the restriction of the Library's budget. Insofar as it is feasible, attendance at conferences will be rotated among eligible staff members.

All non-probationary members of the staff, regardless of job classification, are eligible to apply for permission to attend work-related conferences, workshops, and classes on library work time. Exceptions for introductory or temporary staff may be made at the discretion of the Director or designee. Opportunities for training will involve as many people on the staff as feasible given budgetary and staffing constraints. Priority will be given to training that supports Library strategic plan activities and/or supports an individual employee's approved performance plan for work-related training.

**BOISE NONPROFIT SPACE LEASE
BASIC LEASE PROVISIONS**

Address: 715 S. Capitol Blvd, 4th Floor, Boise, ID 83702

Premises: Approx. 2409 sq. ft on 4th Floor of Boise Public Library Building

Initial Base Rent: \$265.00 monthly

Base Rent Increases: Upon Renewal

Initial Term: Five (5) year term from Rent Commencement Date
(November 1, 2021 – October 31, 2026)

Options to Renew: Two (2) renewal options, each for two (2) years

Effective Date of Lease: November 1, 2021

Rent Commencement (Section 3.05): November 1, 2021

Security Deposit: None

Allowed Uses: Operation of a community literacy center

Notice Addresses

Lessor: Boise Public Library
Attn: Library Director
715 S. Capitol Blvd.
Boise, ID 83702

Lessee: Learning Lab, Inc.
308 E. 36th Street
Garden City, ID 83714

Total Due on Signing: Ø

**BOISE NONPROFIT
LEASE FOR SPACE
(Learning Lab, Inc.)**

THIS NON-PROFIT LEASE FOR SPACE ("Lease") is entered into effective this 1st day of November, 2021 ("Effective Date") between the city of Boise City (Boise Public Library), a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("Lessor") and Learning Lab, Inc. ("Lessee"). Lessor and Lessee may be referred to herein as the "Parties" or a "Party" as the case may be.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

ARTICLE I – PREMISES

Subject to and on the terms, conditions, covenants, and agreements contained herein, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the approximately 2409 square feet of space on the fourth floor of the Boise Public Library building existing at 715 South Capitol Boulevard, City of Boise, Ada County, Idaho, as further described and shown on Exhibit A-1 attached hereto and referred to herein as the "Premises".

ARTICLE II - TERM

2.01 Initial Term. The initial term of this Lease shall be for five (5) years commencing on the Effective Date, provided that both Parties have fully executed this Lease ("Initial Term").

2.02 Renewal Term. Provided that Lessee is not currently in default, the Lessee may request up to two (2) renewals of this Lease in accordance with the terms of this Section. Each renewal period is to be for no more than two (2) years (each a "Renewal Term") and must be requested by Lessee through provision of written notice of request to renew not less than one hundred eighty (180) days prior to the end of an expiring term. A Renewal Term will be on the same terms and conditions as the Initial Term, except as

otherwise agreed to by the Parties and including the Parties' agreement on rent which will be subject to a market rate adjustment. This Section shall not be construed as a Lessee "right of renewal." As such, Lessor retains sole discretion in determining whether to further extend the lease for the Premises. Any use of "Term" herein shall include the Initial Term and any approved Renewal Term.

Further, a Renewal Term is not transferable; a Renewal Term shall be "personal" to Lessee as set forth above and that in no event will any assignee or sublessee have any rights to exercise a Renewal Term. Lessee shall have no further right to extend the term of this Lease.

2.03 Expiration. This Lease, unless terminated earlier as permitted elsewhere in this Lease, shall expire at the end of the Term.

2.04 Holding Over. Any continued occupancy by Lessee of the Premises after the expiration or earlier termination of this Lease, without the consent of Lessor, shall operate and be construed as a tenancy from month-to-month at a new Base Rent of one and one-half times (150%) the Base Rent in force and effect for the last month of the Term prior to termination or expiration ("Holdover Rent"). All other rents, costs and obligations under this Lease remain in place, and Lessee shall pay Lessor for any losses or damages to Lessor as a result of Lessee holding over.

If Lessee holds over with written consent from Lessor after the expiration or earlier termination of this Lease, such month-to-month lease may be terminated by Lessor at the end of any calendar month following the month Lessor provides written notice to Lessee. All other rents, costs and obligations under this Lease shall remain in place.

Unless otherwise agreed by Lessor and Lessee in writing, no receipt or acceptance of money by Lessor from Lessee after the expiration or termination of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises or to use self-help as authorized by law.

2.05 Early Termination Not For Default. Prior to expiration of the Term, and in addition to early termination bases permitted elsewhere in this Lease, either Party may

terminate this Lease for convenience upon provision of at least thirty (30) days written notice to the other Party. In the event of termination by Lessor under this Section, Lessor shall refund to Lessee advance rent received at a pro-rated amount. No fee or penalty shall be imposed upon a Party solely for exercising the right to early termination for convenience in accordance with this Section, but such termination shall not operate as a waiver of any existing rights under this Lease.

ARTICLE III - RENT

3.01 Rent Calculation. Base Rent is calculated off the total area of the Premises and twenty-five percent (25%) of the fair market rental value for that area. For the purpose of computing the Base Rent payments, Lessor and Lessee agree that the Premises comprises approximately 2,409 square feet.

3.02 Rent. The annual rent for the Premises will, during the Initial Term, be calculated on the basis of 2409 square feet at \$0.11 per square foot per annum. Accordingly, the initial annual rental shall be \$3180.00 (the "Base Rent"), paid to Lessor in equal monthly installments of \$265.00 ("Monthly Rent") on the first day of each calendar month, in advance, commencing on the Rent Commencement Date as described below. Rent for any period less than a full calendar month shall be pro-rated.

3.03 Rent Increases. This section intentionally deleted.

3.04 Rent Re-Alignment to Market. At the end of the Initial Term and, in the event of a Renewal Term, the Base Rent shall be realigned to match market conditions.

3.05 Rent Commencement Date. Payment of Monthly Rent by Lessee to Lessor shall commence November 1, 2021 ("Rent Commencement Date").

3.06 Payment. Monthly Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease, without notice from Lessor. Unless Lessor otherwise notifies Lessee in writing of a different address, all rent payments shall be paid to Lessor at the following address:

Boise Public Library
Attn: Library Administration
715 S. Capital Blvd.
Boise, Idaho 83702

3.07 Security Deposit. No security deposit is required of Lessee under this Lease and none has been provided to Lessor in connection therewith.

3.08 Additional Rent. In addition to Monthly Rent, Lessee shall pay all other costs and expenses related to the Premises, commencing on the Rent Commencement Date. As used in this Lease, "Rent" shall mean all amounts owed by Lessee to Lessor, including, but not limited to, Monthly Rent, and any and all other sums that Lessee assumes or agrees to pay under the provisions of this Lease, including any payments that may become due by reason of any default of Lessee or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Lessee, after any applicable notice and cure period. Lessor shall not be responsible for any costs or expenses in connection with the Premises and improvements during the term of this Lease except as specified in Article IV.

3.09 Modification Charge. In the event Lessee requests an amendment or modification of the Lease, Lessee shall, in its next Rent payment, include a \$100 fee for administrative expenses related to the development and review of the Amendment.

3.10 Unpaid Rent, Fees and Charges. Any installment of Rent accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same was due according to the terms of this Lease until paid by Lessee.

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 Lessor Maintenance. Lessee agrees that it has had the opportunity to inspect the Premises prior to executing this Lease and accepts the Premises from Lessor AS-IS, WHERE IS, and with all faults. Lessor has no obligations whatsoever regarding the repair, operation, and/or maintenance of the Premises except for the following if not necessitated as a result of intentional or negligent acts of Lessee or Lessee's agents, employees, volunteers or invitees: repair, replacement and maintenance of the building foundation, structural elements, exterior walls and windows, roof, any existing Lessor-installed alarm system, and any existing elevators; heating, ventilation, and air conditioning components.

4.02 Utilities. Except in the event of extraordinary charges resulting from Lessee's use or occupancy of the Premises, Lessor will provide water, heat, gas, electricity, air conditioning, custodial services, trash hauling and sewage charges.

4.03 Quiet Enjoyment. Lessor agrees that upon Lessee's payment of Rent and performance of all the covenants, conditions, and agreements herein, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the Term.

ARTICLE V - OBLIGATIONS OF LESSEE

5.01 Not-for-Profit Status. Lessee shall continuously maintain throughout the Term its status as a tax-exempt, charitable entity under Section 501(c)(3) of the U.S. Internal Revenue Code. In addition, Lessee shall continuously maintain registration with the Idaho Secretary of State as a non-profit corporation that is active and in good standing. In the event of a change in Lessee's status as required in this Section, Lessee must immediately notify Lessor and this Lease will automatically terminate within thirty (30) days of the change in status unless status is properly restored during that thirty-day period. Upon Lessor request, Lessee shall provide Lessor with proof of compliance with this Section.

5.02 Financial Viability. Lessee shall remain a financially viable entity during the Term. For purposes of this Section, "financially viable" shall mean Lessee has sufficient funds to continue operation of its community literacy center at a standard substantially similar to its historical offerings and to discharge its obligations as they become due. Lessee shall provide Lessor with annual proof of compliance with this Section in the form of a copy of the financial statement Lessee is required to file with the U.S. Internal Revenue Service (IRS) as part of Lessee's annual report to the IRS.

5.03 Condition of Premises. By taking possession of the Premises Lessee accepts the Premises AS-IS, WHERE IS and with all faults, and the Lessee shall be obligated at its sole cost and expense to perform any and all repairs, modifications or improvements to the Premises except as specifically obligated to Lessor in Article IV.

5.04 Maintenance of Premises. Lessee shall keep the Premises in a good state

of repair and condition (normal wear and tear excepted), including keeping the Premises in a neat and orderly condition as determined by Lessor in its sole discretion, free from filth, overloading, danger of fire or any pest or nuisance, and in compliance with all applicable federal, state and local laws. Lessee shall promptly notify Lessor of any maintenance condition which Lessor is obligated to address under this Lease. With respect to any maintenance condition which Lessee is obligated to address under this Lease, Lessee shall resolve within thirty (30) days, without notice from Lessor, or a Maintenance Plan is to be provided to Lessor in accordance with Section 5.05 below.

5.05 Notification. If any portion of the Premises or any system or equipment in the Premises that Lessee is obligated to maintain or repair cannot be fully repaired, restored or replaced, within thirty (30) days, Lessee will provide Lessor with a maintenance plan and schedule for rectifying the condition.

5.06 Lessee Improvements. The Parties do not anticipate making any improvements to the Premises as of the Effective Date. Lessee shall not make any improvements to the Premises unless first specifically approved in writing by Lessor. The decision whether to approve any improvements by Lessee is solely within Lessor's discretion and, as a condition precedent to any approval, Lessor may require a reasonable amendment to the Lease to account for such improvements that includes, but is not limited to, additional insurance requirements.

5.07 Liens and Approvals. Lessee shall at all times keep the Premises lien free from any tenant improvement work or otherwise. Lessee shall obtain any and all permits required for any 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.

5.08 Trash, Garbage, Etc. Lessee shall not allow any trash or litter to accumulate on or about the Premises and the Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions.

5.09 Uses. Lessee will not enter into or permit any activities on the Premises other than those stated as follows without Lessor's prior written approval: operation of a community literacy center.

Lessee's use of the Premises must be in full compliance with all statutes, ordinances, laws, rules, regulations and restrictive covenants applicable to the Premises, including but not limited to compliance with the policies and regulations applicable to public access and use of property owned or operated by the City of Boise and, in particular, users of the Boise Public Library.

5.10 Storage. Apart from the Premises, Lessee shall not use space in the Boise Public Library building for storage or office purposes. In addition, outdoor storage of any equipment or materials is not permitted under this Lease unless specifically pre-approved by Lessor in writing which approval may be withheld or conditioned in Lessor's sole discretion.

5.11 Non-Utilization of Premises. In the event Lessee ceases operations at the Premises for more than forty-five (45) consecutive days for any reason other than repairs, remodeling or force majeure ("Abandonment") about which Lessor is promptly notified, Lessor may elect to terminate this Lease and recover possession of the Premises by giving Lessee thirty (30) days prior written notice of such election to terminate, and upon such termination, subject to the Lessee's rights and options under Section 10.2 herein.

5.12 Prohibited Uses. The following uses shall not be permitted on the Premises at any time:

- a. Anything not directly related to operation of a community literacy center;
- b. Anything constituting a nuisance;
- c. Any residential use;
- d. Anything inconsistent with, or detrimental or disruptive to, the operation of the municipal public library in the building within which the Premises are located as determined within the sole discretion of Lessor's Boise Public Library Director or designee(s); or
- e. Maintenance of any item or doing anything in or about the Premises which would cause the increase of Lessor's insurance rates or make such insurance unobtainable.

5.13 Signs. The number, size, design, and location of all signs displayed on or about the Premises by or on behalf of Lessee shall be subject to pre-approval by the Boise Public Library Director.

5.14 Lease not to be Recorded. Each Party agrees that it will not record this Lease.

ARTICLE VI – INSURANCE AND INDEMNIFICATION

6.01 Commercial General Liability Insurance. Lessee shall maintain in force during the Term commercial general liability insurance covering the insured against claims of bodily injury, personal injury, and property damage (including loss of use thereof) arising out of Lessee's operations and contractual liabilities (covering the performance by Lessee of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Lessee of the indemnity agreements set forth herein for limits of liability not less than One Million Dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate). The insurance shall be issued by an insurer licensed to do business in the State of Idaho. Sexual abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate).

6.02 Property Insurance. Lessee shall maintain in force during the Term a policy or policies of insurance covering loss or damage to the tangible property Lessee brings into the Premises, including all furniture, equipment, merchandise and all other items of Lessee's property installed by, for or at the expense of Lessee. 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. Lessor shall not in any way be responsible for any of Lessee's property, inventory, trade fixtures and furniture, and personal property of others within the Lessee's care, custody or control.

6.03 Automobile Insurance. In the event Lessee uses a motor vehicle in the operation of its business, it shall maintain in force during the Term automobile liability insurance for all owned, non-owned and hired vehicles used on or about the Premises with a minimum combined single limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage.

6.04 Workers Compensation. To the extent required by law, Lessee shall maintain in force during the Term 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 and when Lessee is required by law to maintain workers compensation coverage, Lessee shall provide to Lessor a certificate showing proof of said insurance coverage.

6.05 Policy Requirements. Concurrent with the execution of this Lease, Lessee shall provide proof of insurance coverage required in Sections 6.01, 6.02, 6.03 and 6.04, herein, by providing a certificate(s) of Lessee'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 Lessor; (b) the City of Boise, 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 Lessor may possess, including any self-insured retention or deductible Lessor may have, and any other insurance coverage Lessor 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. Any deductibles must be declared in writing to and approved by Lessor. At the option of Lessor, either (a) Lessee shall reduce or eliminate such deductibles as respects Lessor; or (b) Lessee shall procure a bond equal to the amount of such deductibles or self-insured retentions guaranteeing payment of losses and related investigations, claims administration and defense expenses (including attorneys' fees, court costs and expert fees). If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days, but in no

event later than the effective date of cancellation, change or reduction, provide to Lessor 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, Lessor may, in addition to all its other remedies, procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse Lessor for such expense. The Lessor reserves the right to modify its insurance requirements to reflect operational and market conditions. In the event that Lessee shall at any time fail to provide Lessor with the insurance required herein, Lessor may immediately terminate this Lease. The limits of the Lessee's insurance policies shall not, in any manner, be deemed as a limitation to the Lessee's obligation to indemnify, protect, defend and hold harmless Lessor as specified in this Lease, except for the effect of any waiver of subrogation as provided below. The Lessee 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.

6.06 Waiver of Subrogation. Each Party agrees to have their respective insurance companies issuing property damage insurance waive all right of subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby. Notwithstanding any other provision of this Lease to the contrary, neither Party nor their officers, directors, partners, members, managers, employees, agents, licensees and invitees, shall be liable to the other for loss or damage covered by insurance required to be carried under this Lease, and each Party hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, licenses and invitees for injury or loss on account of such covered risks.

6.07 Eminent Domain. If, during the Term, the Premises and/or the Boise Public Library building in which the Premises are situated or any substantial part thereof are taken through the exercise of the power of eminent domain, this Lease shall automatically terminate as of the date of such taking.

6.08 Damages / Casualty. If during the Term the Premises or any part thereof are damaged by fire or other casualty sufficient to make the Premises unusable by

Lessee, and the time required to restore the remainder of the Premises in a proper condition for use by Lessee will exceed six (6) months, either Party may choose to terminate this Lease through written notice delivered to the other Party within sixty (60) days after the casualty incident.

If both Parties elect not to terminate, Lessee shall be responsible for all cost association with restoration. If Lessee does not commence restoration of the Premises within sixty (60) days after the receipt of insurance proceeds for the casualty, and proceed thereafter with reasonable diligence to completion, Lessor may, at Lessor's option, terminate this Lease by a written notice delivered to Lessee within thirty (30) days after the right to terminate arises.

Lessee shall only have the right or interest to any insurance proceeds from Lessee insurance and shall only be entitled to condemnation rewards associated with improvements constructed and paid for by Lessee. Lessor shall receive all other payments from either insurance or condemnation proceeds on the Premises.

In the case of termination, Rent and other sums payable during the then current Term shall be due and payable through the date of such termination. In the event that Lessee chooses to restore any damage, all Rents and other sums payable will continue to be due in full throughout any restoration period. Should a partial taking of the Premises occur that does not result in termination of the lease, the size of the Premises shall be adjusted based on the taking and a new Base Rent calculated based on the new area.

6.09 Indemnification of Lessor. To the fullest extent permitted by law, Lessor and its respective officers, directors, officials, agents, employees and/or subdivisions (collectively the Lessor), 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 Lessee, by persons claiming through Lessee, 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 intentional misconduct of Lessor. Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's elected and appointed officials, officers, employees, agents, affiliates, representatives, contractors, volunteers, guests, business invitees and all of the persons acting for, by, or through, and in any way on behalf of Lessor from, against, and for any and all losses, damages, liabilities, deficiencies, claims,

demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind ("Claims"), including reasonable attorneys' fees, arising, alleged to arise out of, or relating in any way to any acts or omissions incurred in connection with Lessee's use or occupancy of the Premises at any time whether pursuant to this Lease or a previous lease with Lessor, including Lessee's breach of this Lease or any previous Lease between Lessee and Lessor in connection with the Premises.

Lessee's indemnification and hold harmless obligations under this Section apply to both direct and third-party Claims and are triggered upon Lessor's provision of notice of a Claim to Lessee. Lessee's duty to defend applies immediately regardless of whether Lessor has paid any sums or incurred any detriment arising out of or relating directly or indirectly to any Claim.

Lessee shall assume control of the defense, appeal, or settlement of a Claim by sending prompt written notice of the assumption to Lessor through which it will acknowledge responsibility for the defense. Lessee will then undertake, conduct and control the defense through counsel approved by Lessor, at Lessee's sole cost and expense. Lessee shall give prompt written notice to Lessor of any proposed settlement. Lessee may not settle or compromise any Claim or consent to the entry of any judgment without Lessor's prior written consent. Notwithstanding anything to the contrary herein, Lessor may defend a claim with counsel of its own choosing and without Lessee's participation when Lessor determines it is in its best interests to do so.

Limits of insurance will not be deemed a limitation of Lessee's above-described covenant to indemnify, hold harmless and defend.

The rights, obligations and provisions of this Section shall be deemed to be a separate contract between Lessor and Lessee and shall survive the expiration or termination of this Lease.

ARTICLE VII - DEFAULT

7.01 Events of Default. Any of the following shall constitute a default and breach of this Lease by Lessee (each event to be a "Default"):

- a. Be in arrears in the payment of the whole or any part of the Monthly Rent and any other amounts owed hereunder for a period of thirty (30) days after

- the due date without the requirement of written notice;
- b. Failure to pay any other sum payable under this Lease within ten (10) days after written notice has been delivered to Lessee;
 - c. Hold over their tenancy beyond this Lease without written approval from Lessor;
 - d. Make any general assignment for the benefit of creditors;
 - e. Abandonment of the Premises as more specifically defined in Section 5.11 above;
 - f. 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 Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default;
 - g. Be adjudged a bankrupt in involuntary bankruptcy proceedings; and/or
 - h. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue,

or extend the terms of this Lease or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

7.02 Lessor Remedies for Default. In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, Lessor shall have the following remedies:

a. Lessor shall have the right to terminate this Lease, including all of the right, title, and interest of Lessee hereunder. No notice in addition to the notice required by this Article shall be required to effectuate Lessor's rights in this regard. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Term. In case of termination, the provisions of this Lease regarding indemnification, damages, fees and costs shall survive termination of the Lease;

b. Lessor shall have the right to sue for specific performance by Lessee of Lessee's obligations hereunder, together with expenses, damages, fees and costs incurred by Lessor;

c. Lessor shall have the right to collect from Lessee all expenses, costs, fees and damages reasonably incurred by Lessor as a result of Lessee's breach, including, but not limited to, reasonable costs of reletting and attorney's fees; and

d. Lessor shall have the right, without further notice to Lessee, to accelerate the rent due for the balance of the Term and to collect the present value of same from Lessee, less any mitigation thereof by Lessor; and/or

e. Lessor may enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary and relet the Premises or any part thereof upon such terms and conditions as shall reasonably appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during

such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

The aforesaid remedies, as well as any other remedies allowed by Idaho law, which are preserved in Lessor, shall be cumulative and non-exclusive, except as is otherwise prescribed by Idaho law. Any amounts due to Lessor under this Lease and not paid by Lessee when due shall bear interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is higher until paid.

7.03 Assignment and Transfer. Lessee shall not have the right to assign or transfer this Lease, or any interest in the Premises, without the prior written consent of Lessor, which approval may be withheld at the sole discretion of the Lessor. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. §§101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

7.04 Subleasing. Lessee may not sublease all or any part of the space demised hereunder without Landlord's prior written consent, which consent may be withheld in the sole discretion of Lessor. Any approved sublease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease, and Lessor's approval may be withheld at the sole discretion of Lessor, or Lessor may require conditions for approval, including but not limited to personal guarantees, physical modifications to the Premises, or sharing of any sublet rent to be collected. Lessee shall furnish Lessor with a copy of the sublease for review.

7.05 Lien by Lessor. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock, or any other items specifically exempted under law, belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the

Term, which lien shall not be in lieu of or in any way affect any statutory lien given by law, but shall be cumulative thereof. Lessee shall seek permission of the Lessor to subordinate its lien to potential lenders of the lessee for improvements. Said permission shall not be unreasonably withheld.

ARTICLE VIII – PROJECT DEVELOPMENT AND CONSTRUCTION

Article VIII is intentionally deleted.

ARTICLE IX – HAZARDOUS MATERIALS

9.01 Definitions.

“Hazardous Materials” will mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, “Hazardous Materials Laws”).

9.02 Use of Premises by Lessee; Remediation of Contamination Caused by Lessee.

a. Use. Lessee hereby agrees that Lessee and Lessee's officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, invitees and any other occupants of the Premises (for purpose of this Section 9.02, referred to collectively herein as “Lessee’s Representatives”) will not

use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or transport to or from the Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws.

b. Remediation. If at any time during the Term any contamination of the Premises by Hazardous Materials occurs where the contamination is caused by the act or omission of Lessee or Lessee's Representatives ("Lessee Contamination"), then Lessee, at its sole cost and expense, will promptly and diligently remove the Hazardous Materials from the Premises to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Idaho. However, Lessee will not take any required remedial action in response to any Lessee Contamination in, on or about the Premises without first notifying Lessor of Lessee's remediation plan. Sublessee shall be responsible for all costs, expenses and fees in connection with remediation. If Sublessee fails to promptly, effectively and properly remediate the contamination then Sublessor may do so and Sublessee shall reimburse Sublessor for the total costs of remediation within fifteen (15) business days of Sublessor's demand for reimbursement of all amounts reasonably paid by Sublessor (together with interest from the date of expenditure on said amounts at Lessor's Interest Rate until paid), when the demand is accompanied by proof of payment by Lessor of the amounts demanded.

ARTICLE X - GENERAL PROVISIONS

10.01 Lessor's Right of Entry. Lessor and Lessor's authorized representatives shall have the right to enter the Premises at all reasonable times for the purposes of determining whether the Premises are in good condition, to make necessary repairs or perform any maintenance, to serve any notice required or allowed under this Lease. Lessor shall give Lessee at least 24 hours' notice prior to entering the Premises, except in the case of an emergency involving the potential or actual imminent harm to person or property in which case no advance notice shall be required.

10.02 Improvements upon Termination or Expiration.

Title to all improvements that now or may from time to time constitute a part of the Premises that are now, or may from time to time be, used, or intended to be used in connection with the Premises shall be and remain Lessee's until the expiration or termination of this Lease.

Upon the expiration or termination of this Lease, and at the sole option and selection of Lessor, title to all such improvements selected by Lessor shall pass to and vest in Lessor without cost or charge to Lessor. Sixty (60) days prior to termination of this Lease, Lessee shall provide a listing of the improvements currently on the Premises and to which Lessor may take title. Lessor shall have thirty (30) days to make its selections, and Lessee shall thereafter remove all remaining improvements (not selected by Lessor) prior to the expiration or termination of this Lease.

Lessee, on expiration or termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments and other documents which in Lessor's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in Lessor clear title to any of the improvements located on the Premises at the time of such expiration or termination.

Lessee, in addition, shall deliver to Lessor on expiration or termination of this Lease originals or copies of any plans, reports, contracts or other items relating to the improvements of the Premises, to the extent that Lessee has the same in its possession.

Prior to expiration or termination of this Lease, Lessee, at its sole cost and expense shall remove any and all improvements which Lessor has not selected and agreed to take title to upon expiration or termination of the Lease.

Nothing herein shall be construed to require acceptance by Lessor of improvements or alterations.

The following shall be considered the personal property of the Lessee and shall be removed by Lessee upon the termination or expiration of the Lease, at its sole cost and expense: Furniture and Office Equipment

10.03 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.

10.04 Unavoidable Delay. If either Party will be delayed or prevented from the

performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), the Party so delayed will provide Lessor with prompt notice detailing the delay and then performance of the act will be excused for a reasonable period of the delay, and the period for the performance of any act will be reasonably extended for a period equivalent to the period of the delay; provided, however, nothing in this Section will excuse Lessee from the prompt payment of any rent or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.

10.05 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: Boise Public Library
Attn: Library Director
715 S. Capitol Blvd.
Boise, Idaho 83702

With copy to: Boise City Attorney's Office
150 N. Capitol Blvd.
Boise, Idaho 83701

LESSEE: Learning Lab, Inc.
308 E. 36th St.
Garden City, Idaho 83714

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. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this paragraph.

10.06 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 Lease, 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.

10.07 Idaho Law and Venue. The laws of the State of Idaho shall govern the

validity, interpretation, performance and enforcement of this Lease. The Parties irrevocably agree that venue for any action between them in connection with this Lease shall be exclusively brought and maintained in the Fourth Judicial District of the Idaho state courts located in Ada County, Idaho.

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

10.9 Interpretation. Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

10.10 Entire Agreement. This Lease contains the entire agreement between the Parties and supersedes any other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith, including but not limited to the Parties' Agreement of Lease dated September 1, 1999. Exhibit A-1 is hereby incorporated herein by reference and made a part of this Lease.

10.11 Amendments. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease may only be amended by a document signed by authorized representatives of each Party.

10.12 Paragraph Headings. The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

10.13 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease 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 Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

10.14 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

10.15 Taxes and Other Charges. The Lessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, during the Term. The Lessee in good faith may contest any tax or governmental charge; provided that the Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Lessor such action will not adversely affect any right or interest of the Lessor.

10.16 Authorization to Enter into Lease. If Lessee signs this Lease on behalf of an entity, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a tax-exempt, charitable entity under Section 501(c)(3) of the U.S. Internal Revenue Code duly authorized and formed pursuant to law, that Lessee is qualified to do business in the State of Idaho, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

Authorization for Lessor to enter into this Lease is governed by Idaho Code § 50-1407. In accordance therewith, and notwithstanding anything to the contrary herein, this Lease will not go into effect unless and until it is both approved by resolution of the City of Boise's City Council and executed by the Mayor of the City of Boise.

10.17 Discrimination Prohibited. In accordance with Boise City Code, Lessee agrees, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, creed, national origin, ancestry, age or disability in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

10.18 Contract Execution. This Lease may be executed electronically and in or more counterparts, each executed counterpart constituting an original agreement

altogether constituting only one agreement.

[End of Agreement]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date stated above.

LESSOR:

BOISE CITY,
a municipal corporation formed and existing pursuant
to Title 50, Idaho Code

By: _____
Lauren McLean
MAYOR

ATTEST: _____
Lynda Lowry
EX-OFFICIO CITY CLERK

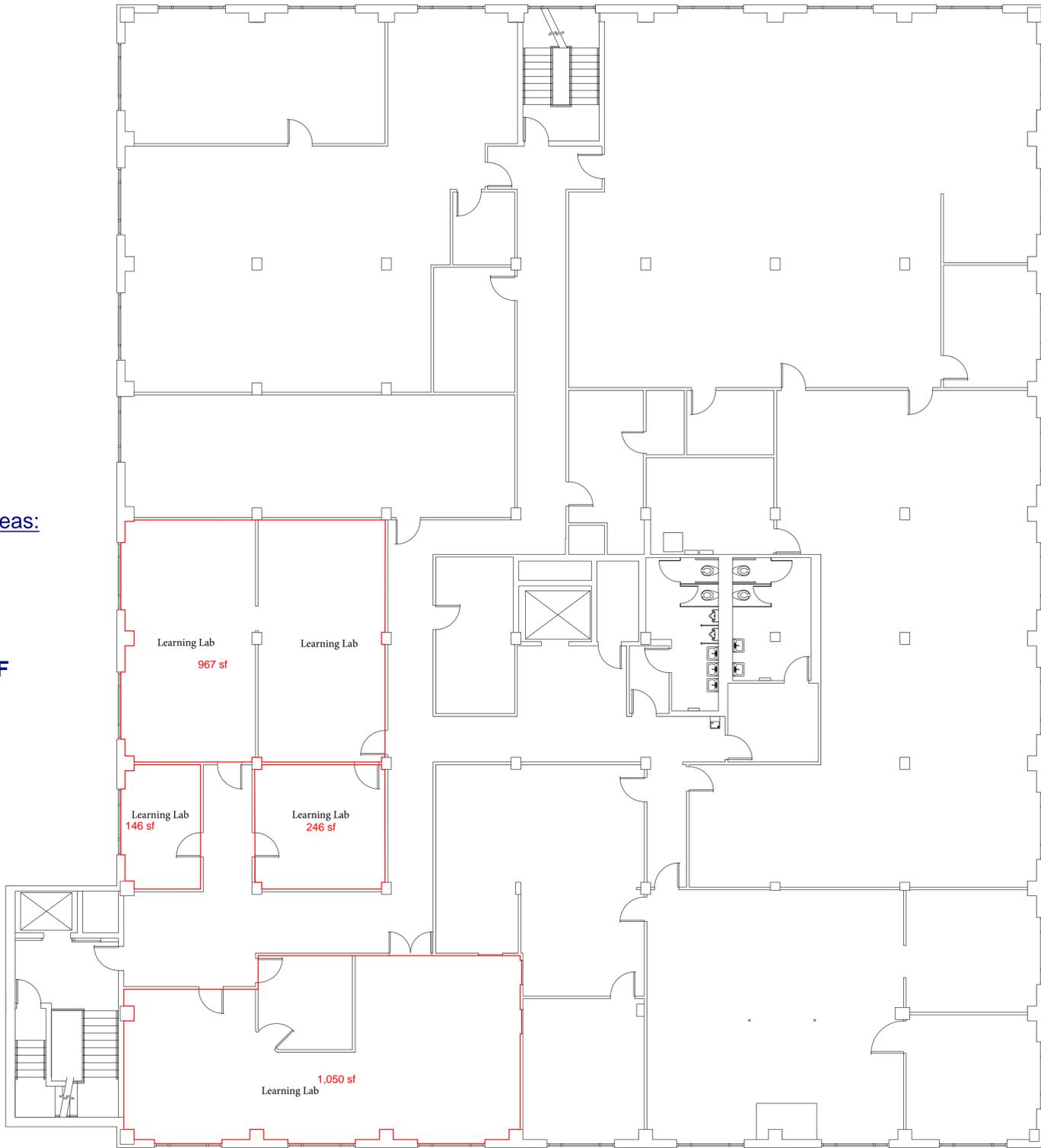
LESSEE:

Learning Lab, Inc.
308 E. 36th St.
Garden City, Idaho 83714

By Monique B. Smith
Printed Name: Monique B. Smith
Title: Executive Director

EXHIBIT A-1
PREMISES DESCRIPTION

Learning Lab Areas:
Approximately,
967 SF
146 SF
246 SF
1,050 SF
Total = 2,409 SF



**BOISE CITY NONPROFIT SUBLEASE
BASIC PROVISIONS**

Address: 5248 W. Overland Rd., Boise, Ada County, Idaho 83705

Premises: Year 1: 2278 sq. ft; Remainder of Term: 1300 sq. ft.

Initial Base Rent: \$550

Initial Term: Six (6) year term from Effective Date of Sublease
(November 1, 2021 – September 30, 2027)

Options to Renew: 1 option for 1 year

Effective Date of Lease: November 1, 2021

Rent Commencement (Section 3.05): November 1, 2022.

Security Deposit: None

Allowed Uses: Academic counseling and related uses

Notice Addresses

Lessor: Boise Public Library
Attn: Library Director
715 S. Capitol Blvd.
Boise, ID 83702

Lessee: Step Ahead of Idaho, Inc.
Attn: Susan Lovelace
967 E. Parkcenter Blvd. #400
Boise, ID 83706

Total Due on Signing: Ø

**CITY OF BOISE
NON-PROFIT SUBLEASE
with
Step Ahead Idaho, Inc.**

THIS SUBLEASE ("Sublease") is entered into effective this 1st day of November, 2021 ("Effective Date") between the city of Boise City (Boise Public Library), a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("Sublessor") and Step Ahead Idaho, Inc., a non-profit corporation organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Sublessee"). Sublessor and Sublessee may be referred to herein as the "Parties" or a "Party" as the case may be.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Sublessor and Sublessee agree and covenant as follows:

ARTICLE I – PREMISES

1.01 Demise. Sublessor leases approximately 13,502 rentable square feet of space in the building located as described in the Primary Lease (defined at Section 1.02). Subject to and on the terms, conditions, covenants, and agreements contained herein, Sublessor does hereby sublease to Sublessee and Sublessee does hereby sublease from Sublessor certain premises consisting of no more than 2278 square feet located in the Full Premises (defined in Section 1.02) as further described and shown on Exhibit A-1 for the first year of the Initial Term (defined in Section 2.01) and, commencing November 1, 2022 and extending for the remainder of the Term (defined at Section 2.02), consisting of no more than 1300 square feet located in the Full Premises as further described and shown on Exhibit A-2 attached hereto. The premises depicted in Exhibits A-1 and A-2, as appropriate for the applicable time period, are referred to herein as the "Subleased Premises."

1.02 Primary Lease. This Sublease is and shall be at all times subject and subordinate to the terms, covenants, and conditions of the Hillcrest Shopping Center Lease dated July 10, 2017 and entered into between FPA Shoppes at Hillcrest

Associates, LLC ("Prime Lessor") and Sublessor for approximately 13,502 rentable square feet of space within the Hillcrest Shopping Center located at the commonly known address of 5246 Overland Road, Boise, Ada County, Idaho, 83705 ("Full Premises") attached hereto as Exhibit B-1 and referred to herein as the "Primary Lease."

Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Sublessee and Prime Lessor.

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.

ARTICLE II - TERM /EARLY TERMINATION NOT FOR CAUSE

2.01 Initial Term. The initial term of this Sublease shall be for six (6) years commencing on the Effective Date of the Sublease, provided that both Parties have fully executed this Sublease ("Initial Term").

2.02 Renewal Term. Provided that the Primary Lease is still in effect and that Sublessee is not currently in default of the Sublease, the Sublessee may request a renewal of this Sublease for one additional one-year period ("Renewal Term") by giving written notice of request to renew not less than one hundred eighty (180) days prior to the expiration of the Initial Term. The Renewal Term will be on the same terms and conditions as the Initial Term, except rent will likely need a market rate adjustment and except for any other changes to terms and conditions as agreed to by the Parties. This Section shall not be construed as a Sublessee "right of renewal." As such, Sublessor retains sole discretion in determining whether to further extend the sublease for the Subleased Premises, subject to the term so the Primary Lease. Any use of "Term" herein shall include the Initial Term and any approved Renewal Term.

Further, the Renewal Term is not transferable; the Renewal Term shall be "personal" to Sublessee as set forth above and that in no event will any assignee or sub-sublessee have any rights to exercise the Renewal Term. Sublessee shall have no further right to extend the duration of this Sublease.

2.03 Expiration. This Sublease, unless terminated earlier as permitted

elsewhere herein, shall expire at the end of the Term.

2.04 Holding Over. Any continued occupancy by Sublessee of the Subleased Premises after the expiration or earlier termination of this Sublease, without the consent of Sublessor, is prohibited. If Sublessee holds over, the continued occupancy shall operate and be construed as a tenancy from month-to-month at a new Base Rent of one and one-half times (150%) the Base Rent in force and effect for the last month of the Term prior to termination or expiration ("Holdover Rent"). All other rents, costs and obligations under this Sublease remain in place, and Sublessee shall pay Sublessor for any losses or damages to Sublessor as a result of Sublessee holding over.

If Sublessee holds over with written consent from Sublessor after the expiration or earlier termination of this Sublease, such month-to-month sublease may be terminated by Sublessor at the end of any calendar month following the month Sublessor provides written notice to Sublessee. All other rents, costs and obligations under this Sublease shall remain in place.

Unless otherwise agreed by Sublessor and Sublessee in writing, no receipt or acceptance of money by Sublessor from Sublessee after the expiration or termination 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 or to use self-help as authorized by law.

2.05 Early Termination Not For Default. Prior to expiration of the Term and in addition to early termination bases permitted elsewhere in this Sublease, either Party may terminate this Sublease for its convenience without penalty or fee at any time during the Term upon provision of thirty (30) days written notice to the other Party. In addition, this Sublease will automatically terminate upon early termination of the Primary Lease. In the event of termination by Sublessor per this Section, Sublessor shall refund to Sublessee rent received at a pro-rated amount.

ARTICLE III - RENT

3.01 Rent Calculation. Base Rent is calculated off of the total area of Subleased Premises and twenty-five percent (25%) of the fair market rental value for that area. For the purpose of computing the Base Rent payments, Sublessor and Sublessee agree that, as of November 1, 2022, the Subleased Premises will be comprised of 1300 square feet more or less.

3.02 Rent. The annual rent for the Subleased Premises will, during the first year, be zero (0) dollars. The annual rent for the Premises will, during the second year, be calculated on the basis of 1300 square feet at \$0.42 per square foot per annum. Accordingly, the initial annual rental shall be \$6600 (the "Base Rent"), paid to Sublessor in equal monthly installments of \$550 ("Monthly Rent") on the first day of each calendar month, in advance, commencing on the Rent Commencement Date as described below. Rent for any period less than a full calendar month shall be pro-rated.

3.03 Rent Increases. This section intentionally deleted.

3.04 Rent Re-Alignment to Market. This section intentionally deleted.

3.05 Rent Commencement Date. Payment of Monthly Rent by Sublessee to Sublessor shall commence on November, 1, 2022 ("Rent Commencement Date").

3.06 Payment. Monthly Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Sublease, without notice from Sublessor. Unless Sublessor otherwise notifies Sublessee in writing of a different address, all rent payments shall be paid to Sublessor at the following address:

Boise Public Library
Attn: Library Administration
715 S. Capital Blvd.
Boise, Idaho 83702

3.07 Security Deposit. No security deposit is required of Sublessee under this Sublease and none has been provided to Sublessor in connection therewith.

3.08 Modification Charge. In the event Sublessee requests an amendment or modification of the Sublease, Sublessee shall, in its next rental payment, include a \$100 fee for administrative expenses related to the development and review of the Amendment.

3.9 Unpaid Rent, Fees and Charges. Any installment of Monthly Rent, fees,

or other charges or monies accruing under any provisions of this Sublease that are not received by Sublessor by the 20th day of the month in which payment is due shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same was due according to the terms of this Sublease until paid by Sublessee.

ARTICLE IV - OBLIGATIONS OF SUBLESSOR

4.01 Obligations. Sublessee agrees that it has had the opportunity to inspect the Subleased Premises prior to executing this Sublease and accepts the Subleased Premises from Sublessor AS-IS, WHERE IS, and with all faults. Sublessor has no obligations whatsoever regarding the repair, operation, and/or maintenance of the Subleased Premises other than those specifically identified in this Section. Sublessor shall provide the following for the Subleased Premises without additional charge except for extraordinary service charges:

- a. Lighting through fixtures, including 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; and
- f. Public restrooms.

4.02 Entry for Performance of Obligations. Sublessor reserves the right at all reasonable times to enter the Subleased Premises for purposes of providing the items identified in Section 4.01 and Sublessor shall at all times have a key with which to unlock all of the doors in the Subleased Premises.

4.03 Quiet Enjoyment. Sublessor agrees that upon Sublessee's payment of rent and performance of all of the covenants, conditions, and agreements herein, Sublessee shall and may peaceably and quietly have, hold, and enjoy the Subleased Premises hereby demised for the Term.

ARTICLE V - OBLIGATIONS OF SUBLESSEE

5.01 Not-for-Profit Status. Sublessee shall continuously maintain throughout the Term its status as a tax-exempt, charitable entity under Section 501(c)3 of the U.S. Internal Revenue Code. In addition, Sublessee shall continuously maintain registration with the Idaho Secretary of State as a non-profit corporation that is active and in good standing. In the event of a change in Sublessee's status as required in this Section, Sublessee must immediately notify Sublessor, and this Sublease will automatically terminate within thirty (30) days of the change in status unless status is properly restored during that thirty day period.

5.02 Financial Viability. Sublessee shall remain a financially viable entity during the Term. For purposes of this Section, "financially viable" shall mean Sublessee is able to discharge its obligations as they become due.

5.03 Condition of Subleased Premises. By taking possession of the Subleased Premises Sublessee accepts the Subleased Premises AS-IS, WHERE IS and with all faults, and the Sublessee shall be obligated at its sole cost and expense to perform any and all repairs, modifications or improvements to the Subleased Premises, including, but not limited to any improvements, except as specifically obligated to Sublessor in Article IV.

5.04 Maintenance of Subleased 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 sole discretion, free from filth, overloading, danger of fire or any pest or nuisance, and in compliance with all federal, state and local laws. Sublessee shall promptly notify Sublessor of any maintenance condition which Sublessor is obligated to address under this Sublessee. With respect to any maintenance condition which Sublessee is obligated to address under this Sublease, Sublessee shall resolve within thirty (30) days, without notice from Sublessor, or a Maintenance Plan is to be provided to Sublessor in accordance with Section 5.05 below.

5.05 Notification. If any portion of the Subleased Premises or any system or equipment in the Subleased Premises that Sublessee is obligated to maintain or repair

cannot be fully repaired, restored or replaced within thirty (30) days, Sublessee will provide Sublessor with a maintenance plan and schedule for rectifying the condition.

5.06 Sublessee Improvements – New Structures. The Parties do not anticipate any improvements to the Subleased Premises as of the Effective Date of this Sublease. Sublessee shall not make any improvements to the Subleased Premises unless first specifically approved in writing by Sublessor. 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.

5.07 Liens and Approvals. Sublessee shall at all times keep the Subleased Premises lien free from any tenant improvement work or otherwise. Sublessee shall obtain any and all permits required for any 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.

5.08 Trash, Garbage, Etc. Sublessee shall not allow any trash or litter to accumulate on or about the Subleased Premises and the Subleased Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions.

5.09 Permitted Uses. Sublessee will not enter into any activities on the Subleased Premises other than those stated as follows without Sublessor's prior written approval: academic counseling purposes.

Lessee's use of the Subleased Premises must be in full compliance with all statutes, ordinances, laws, rules, regulations and restrictive covenants applicable to the Full Premises, including but not limited to compliance with the Primary Lease and regulations of the Boise Public Library.

5.10 Outdoor Storage. Outdoor storage of any equipment or materials is not permitted under this Sublease unless specifically pre-approved by Sublessor in writing which approval may be withheld or conditioned in Sublessor's sole discretion.

5.11 Non-Utilization of Premises. In the event Sublessee ceases operations at the Subleased Premises for more than forty-five (45) consecutive days for any reason other than pre-noticed repairs, remodeling or force majeure ("Abandonment"), Sublessor may elect to terminate this Sublease and recover possession of the

Subleased Premises by giving Sublessee thirty (30) days prior written notice of such election to terminate, and upon such termination, subject to the Sublessee's rights and options under Section 10.2 herein.

5.12 Prohibited Uses. The following uses shall not be permitted on the Subleased Premises at any time:

- a. Anything not directly related to provision of academic counseling services;
- b. Anything constituting a nuisance;
- c. Any residential use;
- d. Anything inconsistent with, or detrimental or disruptive to, the operation of the municipal public library within which the Subleased Premises are located as determined within the sole discretion of Sublessor's library administration personnel; or
- e. Maintenance of any item or doing anything in or about the Subleased Premises which would cause an increase in Sublessor's insurance rates or make such insurance unobtainable.

5.13 Signs. The number, size, design, and location of all signs displayed on or about the Subleased Premises shall be subject to pre-approval by the Boise Public Library Director.

5.14 Lease not to be Recorded. Both Sublessee and Sublessor agree that it will not record this Sublease.

ARTICLE VI – INSURANCE AND INDEMNIFICATION

6.01 Commercial General Liability Insurance. Sublessee shall maintain in force during the Term commercial comprehensive general liability insurance covering the insured against claims of bodily injury, personal injury, and property damage (including lose 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 One Million Dollars (\$1,000,000) annual aggregate. The insurance shall be issued by an insurer licensed to do business in the State of Idaho.

6.02 Property Insurance. Sublessee shall maintain in force during the Term 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 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.

6.03 Automobile Insurance. In the event Sublessee uses a motor vehicle in the operation of its business, it shall maintain in force during the Term automobile liability insurance for all owned, non-owned and hired vehicles used on or about the Subleased Premises with a minimum combined single limit of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and property damage.

6.04 Workers Compensation. To the extent required by law, Sublessee shall maintain in force during the Term workers compensation coverage with limits consistent with the statutory requirements of the State of Idaho. Sublessee's workers compensation coverage shall 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.

6.05 Policy Requirements. Concurrent with the execution of this Sublease, Sublessee shall provide proof of insurance coverage required in Sections 6.01, 6.02, 6.03 and 6.04, 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, changed in coverage or reduced in limits, Sublessee shall, within fifteen (15) days, but in no event later than the effective date of cancellation, change 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. In the event that Sublessee shall at any time fail to provide Sublessor with the insurance required herein, Sublessor may immediately terminate this Sublease. 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, except for the effect of any waiver of subrogation as provided below. 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.

6.06 Waiver of Subrogation. Each Party agrees to have their respective insurance companies issuing property damage insurance waive all right 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 any other provision of this Sublease to the

contrary, neither party to this Sublease or its officers, directors, partners, members, managers, employees, agents, licensees and invitees shall be liable to the other for loss or damage covered by insurance required to be carried under this Sublease, and each party to this Sublease hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, licensees and invitees for injury or loss on account of such covered risks.

6.07 Damages / Casualty. If during the Term the Full Premises or any part thereof are damaged by fire or other casualty sufficient to make the Subleased Premises unusable by Sublessee, and the time required to restore the remainder of the Subleased Premises in a proper condition for use by Sublessee will exceed six (6) months, either party may choose to terminate this Sublease through written notice delivered to the other party within sixty (60) days after the casualty incident.

6.8 Indemnification of Sublessor. To the fullest extent permitted by law, Sublessor and its respective officers, directors, officials, agents, employees and/or subdivisions (collectively for purposes of this Section, the Sublessor), 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 intentional misconduct of Sublessor. Sublessee shall indemnify, defend, and hold harmless Sublessor and Sublessor's elected and appointed officials, officers, employees, agents, affiliates, representatives, contractors, volunteers, guests, business invitees and all of the persons acting for, by, or through, and in any way on behalf of Sublessor from, against, and for any and all losses, damages, liabilities, deficiencies, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind not caused by the tortious conduct of Sublessor ("Claims"), including reasonable attorneys' fees, arising, alleged to arise out of, or relating in any way to any acts or omissions incurred in connection with Sublessee's use or occupancy of the Subleased Premises at any time whether pursuant to this Sublease or a previous lease with Sublessor, Sublessee's breach of this Sublease or any previous Sublease between Sublessee and Sublessor in connection with the

Subleased Premises.

Sublessee's indemnification and hold harmless obligations under this Section apply to both direct and third-party Claims and are triggered upon Sublessor's provision of notice of a Claim to Sublessee. Sublessee's duty to defend applies immediately regardless of whether Sublessor has paid any sums or incurred any detriment arising out of or relating directly or indirectly to any Claim.

Sublessee shall assume control of the defense, appeal, or settlement of a Claim by sending prompt written notice of the assumption to Sublessor through which it will acknowledge responsibility for the defense. Sublessee will then undertake, conduct and control the defense through counsel approved by Sublessor, at Sublessee's sole cost and expense. Sublessee shall give prompt written notice to Sublessor of any proposed settlement. Sublessee may not settle or compromise any Claim or consent to the entry of any judgment without Sublessor's prior written consent. Notwithstanding anything to the contrary herein, Sublessor may defend a claim with counsel of its own choosing and without Sublessee's participation when Sublessor determines it is in its best interests to do so.

Limits of insurance will not be deemed a limitation of Sublessee's above-described covenant to indemnify, hold harmless and defend.

The rights, obligations and provisions of this Section shall be deemed to be a separate contract between Sublessor and Sublessee and shall survive the expiration or termination of this Sublease.

ARTICLE VII - DEFAULT

7.01 Events of Default. Any of the following shall constitute a default and breach of this Sublease by Sublessee (each event to be a "Default"):

- a. Be in arrears in the payment of the whole or any part of the Monthly Rent and any other amounts owed hereunder for a period of ten (10) days after the due date without the requirement of written notice;
- b. Failure to pay any other sum payable under this Sublease within ten (10) days after written notice has been delivered to Sublessee;
- c. Hold over their tenancy beyond this Sublease without written approval

- from Sublessor;
- d. Make any general assignment for the benefit of creditors;
 - e. Abandonment of the Subleased Premises as more specifically defined in Section 5.13 above;
 - f. 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;
 - g. Be adjudged a bankrupt in involuntary bankruptcy proceedings; and/or
 - h. 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.

In any of the aforesaid events, 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, forcibly if necessary, without being deemed guilty of trespassing. 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 Premises.

7.02 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 Article shall be required to effectuate Sublessor's rights in this regard. On expiration of the time fixed in the notice, this Sublease and the right, title and interest of Sublessee hereunder shall terminate in the same manner and with the same force and effect, except as to Sublessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Term. In case of termination, the provisions of this Sublease regarding indemnification, damages, fees and costs shall survive termination of the Lease;

b. Sublessor shall have the right to sue for specific performance by Sublessee of Sublessee's obligations hereunder, together with expenses, damages, fees and costs incurred by Sublessor;

c. 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, reasonable costs of reletting and attorney's fees; and

d. Sublessor shall have the right, without further notice to Sublessee, to accelerate the rent due for the balance of the Term and to collect the present value of same from Sublessee, less any mitigation thereof by Sublessor; and/or

e. 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), using such force as may be necessary and, if permitted under the Primary Lease, relet the Subleased Premises or any part thereof upon such terms and conditions as shall reasonably appear advisable to Sublessor. If Sublessor shall proceed to relet the Subleased Premises and the amounts received from reletting

the Subleased Premises during any month or part thereof be less than the rent due and owing from Sublessee during such month or part thereof under the terms of this Sublease, Sublessee shall pay such deficiency to Sublessor immediately upon calculation thereof, providing Sublessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

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. Any amounts due to Sublessor under this Sublease and not paid by Sublessee when due shall bear interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is higher until paid.

7.03 Assignment and Transfer. Sublessee shall not have the right to assign or transfer this Sublease, or any interest in the Subleased Premises, without the prior written consent of Sublessor, which approval may be withheld at the sole discretion of the Sublessor. Any person or entity to which this Sublease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. §§101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Sublease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Sublessor an instrument confirming such assumption.

7.04 Sub-subleasing. Sublessee may not sub-sublease all or any part of the space demised hereunder without Sublessor's prior written consent, which consent may be withheld in the sole discretion of Sublessor. Any approved sub-sublease shall be subject to the same conditions, obligations and terms as set forth herein and Sublessee shall be responsible for the observance by its sub-sublessees of the terms and covenants contained in this Sublease, and Sublessor's approval may be withheld at the sole discretion of Sublessor, or Sublessor may require conditions for approval, including but not limited to personal guarantees, physical modifications to the Subleased Premises, or sharing of any sub-sublet rent to be collected. Sublessee shall furnish Sublessor with a copy of the sub-sublease for review.

7.05 Lien by Sublessor. It is expressly agreed that in the event of default by Sublessee hereunder, Sublessor shall have a lien upon all goods, chattels, personal

property or equipment, save and except delivery vehicles or rolling stock, or any other items specifically exempted under law, belonging to Sublessee which are placed in, or become a part of, the Subleased Premises, as security for rent due and to become due for the remainder of the Term, which lien shall not be in lieu of or in any way affect any statutory lien given by law, but shall be cumulative thereof. Sublessee shall seek permission of the Sublessor to subordinate its lien to potential lenders of the sublessee for improvements. Said permission shall not be unreasonably withheld.

ARTICLE VIII – PROJECT DEVELOPMENT AND CONSTRUCTION

Article VIII is intentionally deleted.

ARTICLE IX – HAZARDOUS MATERIALS

9.01 Definitions.

“Hazardous Materials” will mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, “Hazardous Materials Laws”).

9.02 Use of Subleased Premises by Sublessee; Remediation of Contamination Caused by Sublessee.

a. Use. Sublessee hereby agrees that Sublessee and Sublessee's officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, sub-sublessees, volunteers, invitees and any other occupants of the Subleased Premises (for purpose of this Section 9.02, referred to collectively herein as "Sublessee's Representatives") will not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Subleased Premises or transport to or from the Subleased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials.

b. Remediation. If at any time during the Term any contamination of the Subleased Premises by Hazardous Materials occurs where the contamination is caused by the act or omission of Sublessee or Sublessee's Representatives ("Sublessee Contamination"), then Sublessee, at its sole cost and expense, will promptly and diligently remove the Hazardous Materials from the Subleased Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Idaho. Sublessee will not take any required remedial action in response to any Sublessee Contamination in, on or about the Subleased Premises without first notifying Sublessor of Sublessee's remediation plan. Sublessee shall be responsible for all costs, expenses and fees in connection with remediation. If Sublessee fails to promptly, effectively and properly remediate the contamination then Sublessor may do so and Sublessee shall reimburse Sublessor for the total costs of remediation within fifteen (15) business days of Sublessor's demand for reimbursement of all amounts reasonably paid by Sublessor (together with interest from the date of expenditure on said amounts at Lessor's Interest Rate until paid), when the demand is accompanied by proof of payment by Lessor of the amounts demanded.

ARTICLE X - GENERAL PROVISIONS

10.01 Sublessor's Right of Entry. Sublessor and Sublessor's authorized representatives shall have the right to enter the Subleased Premises at all reasonable times for the purposes of determining whether the Subleased Premises are in good

condition, to make necessary repairs or perform any maintenance, and/or to serve any notice required or allowed under this Sublease. Sublessor shall give Sublessee at least twenty four (24) hours' notice prior to entering the Subleased Premises, except in the case of an emergency involving the potential or actual imminent harm to person or property in which case no advance notice shall be required.

10.02 Improvements upon Termination or Expiration.

Title to all improvements that now, or may from time to time constitute a part of the Subleased Premises that are now, or may from time to time be, used, or intended to be used in connection with the Subleased Premises shall be and remain Sublessee's until the expiration or termination of this Sublease.

Upon the expiration or termination of this Sublease, and at the sole option and selection of Sublessor, title to all such improvements selected by Sublessor shall pass to and vest in Sublessor without cost or charge to Sublessor. Sixty (60) days prior to expiration or termination of this Sublease, Sublessee shall provide a listing of any and all improvements currently on the Subleased Premises and to which Sublessor may take title. Sublessor shall have thirty (30) days to make its selections, and Sublessee shall thereafter remove all remaining improvements (not selected by Sublessor) prior to the expiration or termination of this Sublease.

Sublessee, on expiration or termination of this Sublease, shall execute and deliver any and all deeds, bills of sale, assignments and other documents which in Sublessor's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in Sublessor clear title to any of the property described in the foregoing subsection located on the Subleased Premises at the time of such expiration or termination.

Sublessee, in addition, shall deliver to Sublessor on expiration or termination of this Sublease originals or copies of any plans, reports, contracts or other items relating to the improvements of the Subleased Premises, to the extent that Sublessee has the same in its possession.

Prior to expiration or termination of this Sublease, Sublessee, at its sole cost and expense shall remove any and all improvements which Sublessor has not selected and agreed to take title to upon expiration or termination of the Sublease.

Nothing herein shall be construed to require acceptance by Sublessor of improvements or alterations.

The following shall be considered the personal property of the Sublessee and shall be removed by Sublessee upon the termination or expiration of the Sublease, at its sole cost and expense: Furniture and office equipment.

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

10.04 Unavoidable Delay. If either party will be delayed or prevented from the performance of any act required by this Sublease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), the party so delayed will provide prompt notice detailing the delay and then performance of the act will be excused for a reasonable period of the delay, and the period for the performance of any act will be reasonably extended for a period equivalent to the period of the delay; provided, however, nothing in this Section will excuse Sublessee from the prompt payment of any rent or other charge required of Sublessee except as may be expressly provided elsewhere in this Sublease.

10.05 Notices. All notices provided to be given under this Sublease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: Boise Public Library
Attn: Library Director
715 S. Capitol Blvd.
Boise, Idaho 83702

With copy to: Boise City Attorney's Office
150N. Capitol Blvd.
Boise, Idaho 83701

LESSEE: Step Ahead Idaho, Inc.
Attn: Susan Lovelace
967 E. Parkcenter Blvd. #400
Boise, Idaho 83706

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. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this paragraph.

10.06 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.

10.07 Idaho Law and Venue. The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Sublease. The Parties irrevocably agree that venue for any action between them in connection with this Sublease shall be exclusively brought and maintained in the Fourth Judicial District of the Idaho state courts located in Ada County, Idaho.

10.08 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.

10.9 Interpretation. Words of gender used in this Sublease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

10.10 Agreement Made in Writing. This Sublease contains the entire agreement between the parties and supersedes and any other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Sublease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. This Sublease may only be amended by a document signed by authorized representatives of each party. The exhibits identified in this Sublease are hereby incorporated herein by reference and made a part of this Sublease.

10.11 Paragraph Headings. The Table of Contents of this Sublease and the captions of the various articles and 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.

10.12 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.

10.13 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 successors, assigns, legal representatives, heirs, executors and administrators.

10.14 Rules and Regulations. Sublessee shall observe and comply with all laws, rules and regulations governing the conduct and operation of the Boise Public Library and the Full Premises whether established and promulgated by Sublessor, Primary Lessor, by a political subdivision of the State of Idaho having jurisdiction, or by the State of Idaho. All rules and regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

10.15 Taxes and Other Charges. The Sublessee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Sublessee or the Sublessor, with respect to the Subleased Premises, during the Term. The Sublessee in good faith may contest any tax or governmental charge; provided that the Sublessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the Sublessor such action will not adversely affect any right or interest of the Sublessor.

10.16 Authorization to Enter into Sublease. If Sublessee signs this Sublease on behalf of an entity, each of the persons executing this Sublease on behalf of Sublessee warrants to Sublessor that Sublessee is a tax-exempt, charitable entity under Section 501(c)(3) of the U.S. Internal Revenue Code duly authorized and formed pursuant to

law, 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 each and every person signing on behalf of Sublessee is authorized to do so. Upon Sublessor's request, Sublessee will provide evidence satisfactory to Sublessor confirming these representations.

10.17 Discrimination Prohibited. In accordance with Boise City Code, Sublessee agrees, and it is a condition to the continuance of this Sublease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, creed, national origin, ancestry, age or disability in the leasing, subleasing, transferring, occupancy, tenure or use of the Subleased Premises or any portion thereof. It is Sublessee's responsibility to ensure that its employees, agents, representatives, and volunteers act in accordance with the requirements of this Section.

10.18 Contract Execution. This Sublease may be executed electronically and in or more counterparts, each executed counterpart constituting an original agreement altogether constituting only one agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date stated above.

LESSOR:

BOISE CITY,
a municipal corporation formed and existing pursuant
to Title 50, Idaho Code

By: _____
Lauren McLean
MAYOR

ATTEST: _____
Lynda Lowry
EX-OFFICIO CITY CLERK

LESSEE:

STEP AHEAD IDAHO, INC.
an Idaho non-profit corporation

By  _____
Printed Name: Susan Lovelace
Title: Executive Director

EXHIBIT A-1

YEAR ONE PREMISES DESCRIPTION

1

2

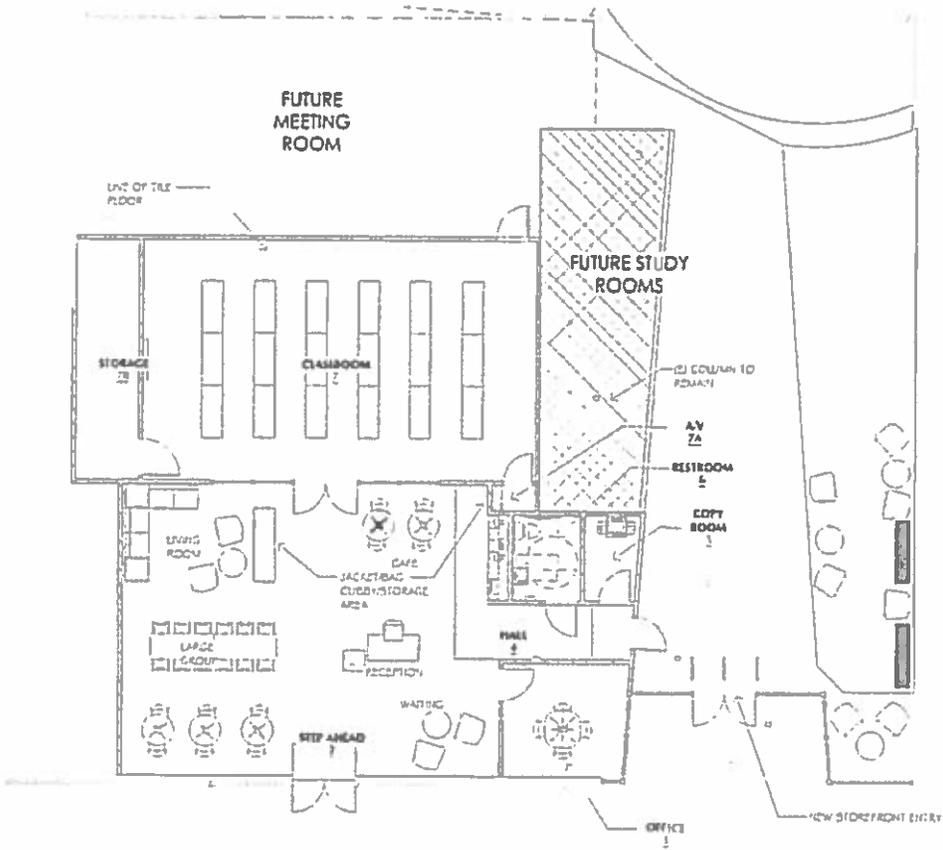
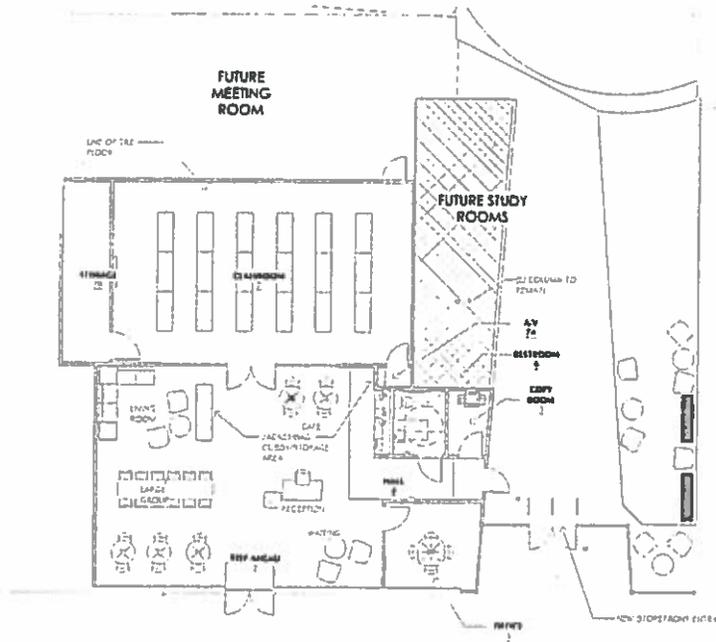


EXHIBIT A-2

PREMISES DESCRIPTION AS OF NOVEMBER 1, 2022

LIBRARY
 E. BERTHOUD COLLEGE LIBRARY - 100 W. 10TH ST.



Space beginning Nov 1, 2022:

1300 sq ft space includes:

- lobby entered through south doors - currently has kitchen and seating
- office
- copy room
- restroom

Excluded:

- Classroom and storage
- Future study rooms
- Future meeting room

EXHIBIT B-1
PRIMARY LEASE

The primary lease between the City of Boise (Boise Public Library) and the Hillcrest Shopping Center is not included due to its length but is available for review upon request to Library Administration.

Statistics

BOISE PUBLIC LIBRARY
SYSTEM STATISTICS REPORT
 September 2021

	<u>This Month</u>	<u>Last Year This Month</u>	<u>Percent Change</u>	<u>This Year To Date</u>	<u>Last Year To Date</u>	<u>Percent Change</u>
<u>CIRCULATION/Books</u>						
Adult	42,284	28,672	47.47	425,879	452,176	-5.82
Young Adult	6,276	3,392	85.02	61,780	60,194	2.63
Juvenile	57,779	26,390	118.94	524,255	489,711	7.05
Sub Total	106,339	58,454	81.92	1,011,914	1,002,081	0.98

<u>CIRCULATION /Audio Visual</u>						
Adult	20,229	12,384	63.35	202,303	296,150	-31.69
Young Adult	1,287	478	169.25	10,033	12,011	-16.47
Juvenile	5,840	2,972	96.50	57,752	84,838	-31.93
Sub Total	27,356	15,834	72.77	270,088	392,999	-31.28

<u>CIRCULATION/Digital</u>						
eAudio	24,823	23,268	6.68	284,366	241,609	17.70
eBooks	21,364	23,564	-9.34	280,216	271,990	3.02
eVideo	202	34	494.12	3,781	943	300.95
eMusic	21	13,666	-99.85	196	131,757	-99.85
eMagazine	2,601	4,109	-36.70	34,083	29,833	14.25
Sub Total	49,011	64,641	-24.18	602,642	676,132	-10.87
TOTAL CIRCULATION	182,706	138,929	31.51	1,884,644	2,071,212	-9.01

<u>CIRCULATION SUMMARY</u>						
Main Library	57,889	27,863	107.76	536,530	672,433	-20.21
Collister	12,347	8,534	44.68	130,511	123,027	6.08
Hillcrest	9,042	6,156	46.88	91,077	104,960	-13.23
Cole & Ustick (C&U)	24,107	13,878	73.71	226,322	236,534	-4.32
Bown	28,038	16,280	72.22	273,881	241,746	13.29
Home Service	2,272	1,577	44.07	23,681	16,380	44.57
Digital Collection	49,011	64,641	-24.18	602,642	676,132	-10.87
TOTAL CIRCULATION	182,706	138,929	31.51	1,884,644	2,071,212	-9.01

<u>PATRON COUNT</u>						
Main Library	16,856	10,685	57.75	145,495	366,867	-60.34
Collister	3,838	2,683	43.05	36,783	55,671	-33.93
Hillcrest *	3,434	2,038	0.00	36,363	54,475	-33.25
Cole & Ustick	6,036	517	1067.50	34,591	76,855	-54.99
Bown	5,841	3,421	70.74	57,993	84,793	-31.61
TOTAL PATRON COUNT	36,005	19,344	86.13	311,225	638,661	-51.27

<u>POLARIS CATALOG</u>						
System External Use Counts	297,610	377,051	-21.07	3,820,866	3,640,890	4.94
Main Internal Use Counts	29,819	18,359	62.42	317,908	396,424	-19.81
Collister Internal Use Counts	1,346	319	321.94	12,365	18,642	-33.67
Hillcrest Internal Use Counts	1,584	279	467.74	10,301	18,663	-44.81
C&U Internal Use Counts	4,159	983	323.09	31,671	47,900	-33.88
Bown Internal Use Counts	3,844	1,646	133.54	70,472	58,496	20.47

	<u>This Month</u>	<u>Last Year This Month</u>	<u>Percent Change</u>	<u>This Year To Date</u>	<u>Last Year To Date</u>	<u>Percent Change</u>
<u>NEW CARDS ISSUED</u>						
Resident	801	388	106.44	6,720	6,624	1.45
Non-Resident	4	0	100.00	50	38	31.58
Internet Only	1	1	0.00	9	7	28.57
TOTAL CARDS ISSUED	806	389	107.20	6,779	6,669	1.65

INTERLIBRARY LOANS

Out-of-State	50	41	21.95	552	615	-10.24
In-State	33	35	-5.71	218	324	-32.72

INTERLIBRARY BORROWING

Out-of-State	202	117	72.65	1,915	1,538	24.51
In-State	64	36	77.78	641	484	32.44

REFERENCE SUMMARY

Main Adult Desk	1,111	368	201.90	8,738	14,938	-41.50
Main Adult Telephone	659	1,407	-53.16	9,998	14,886	-32.84
Main Adult Electronic	120	297	-59.60	2,353	2,823	-16.65
Sub Total Adult Reference	1,890	2,072	-8.78	21,089	32,647	-35.40

Main Youth Desk	401	38	955.26	3,176	6,207	-48.83
Main Youth Telephone	11	1,010	-98.91	1,420	4,679	-69.65
Main Youth Electronic	6	4	0.00	221	107	106.54
Sub Total Youth Reference	418	1,052	-60.27	4,817	10,993	-56.18

Information Desk

Readers Advisory	6	7	-14.29	132	75	76.00
Directional/Informational	2,172	4,903	-55.70	42,619	28,926	47.34
Sub Total Information Desk	2,178	4,910	-55.64	42,751	29,001	47.41

Collister Desk	820	1,315	-37.64	13,693	14,922	-8.24
Collister Phone	139	130	6.92	1,465	1,333	9.90
Sub Total Collister Reference	959	1,445	-33.63	15,158	16,255	-6.75

Hillcrest Desk	496	1,058	-53.12	9,043	13,543	-33.23
Hillcrest Phone	98	310	-68.39	1,724	1,787	-3.53
Sub Total Hillcrest Reference	594	1,368	-56.58	10,767	15,330	-29.77

Cole & Ustick Desk	610	2,132	-71.39	17,228	23,940	-28.04
Cole & Ustick Phone	110	338	-67.46	2,776	2,224	24.82
Sub Total C&U Reference	720	2,470	-70.85	20,004	26,164	-23.54

Bown Desk	505	2,436	-79.27	16,929	16,553	2.27
Bown Phone	116	96	20.83	1,508	1,705	-11.55
Sub Total Bown Reference	621	2,532	-75.47	18,437	18,258	0.98

TOTAL REFERENCE	7,380	15,849	-53.44	133,023	148,648	-10.51
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<u>MEETING ROOM USE SUMMARY</u>	<u>This Month</u>	<u>Last Year This Month</u>	<u>Percent Change</u>	<u>This Year To Date</u>	<u>Last Year To Date</u>	<u>Percent Change</u>
Programs						
Main Adult Programs	3	136	-97.79	14	971	-98.56
Main Youth Programs	63	23	173.91	465	403	15.38
Main Community Programs	35	0	100.00	144	2,446	-94.11
Sub Total Main	101	159	-36.48	623	3,820	-83.69
Collister Adult Programs	1	1	0.00	4	169	-97.63
Collister Youth Programs	20	25	-20.00	281	353	-20.40
Collister Community Programs	10	0	100.00	70	480	-85.42
Sub Total Collister	31	26	19.23	355	1,002	-64.57
Hillcrest Adult Programs	1	112	-99.11	2	405	-99.51
Hillcrest Youth Programs	18	26	-30.77	233	281	-17.08
Hillcrest Community Programs	20	0	100.00	69	570	-87.89
Sub Total Hillcrest	39	138	-71.74	304	1,256	-75.80
C&U Adult Programs	7	112	-93.75	17	350	-95.14
C&U Youth Programs	18	0	100.00	99	204	-51.47
C&U Community Programs	11	0	100.00	57	433	-86.84
Sub Total Cole & Ustick	36	112	-67.86	173	987	-82.47
Bown Adult Programs	2	1	100.00	12	163	-92.64
Bown Youth Programs	7	1	600.00	104	383	-72.85
Bown Community Programs	0	0	0.00	41	553	-92.59
Sub Total Bown	9	2	350.00	157	1,099	-85.71
TOTAL PROGRAMS	216	437	-50.57	1,612	8,164	-80.25

Program Attendance

Main Adult Attendance	40	609	-93.43	159	6,137	-97.41
Main Youth Attendance	722	622	16.08	10,698	13,714	-21.99
Main Comm Attendance	233	0	100.00	680	10,210	-93.34
Sub Total Main	995	1,231	-19.17	11,537	30,061	-61.62
Collister Adult Attendance	6	4	50.00	20	1,367	-98.54
Collister Youth Attendance	1,150	909	26.51	10,209	10,708	-4.66
Collister Comm Attendance	27	0	100.00	131	2,996	-95.63
Sub Total Collister	1,183	913	29.57	10,360	15,071	-31.26
Hillcrest Adult Attendance	6	485	-98.76	31	2,433	-98.73
Hillcrest Youth Attendance	622	429	44.99	4,802	4,626	3.80
Hillcrest Comm Attendance	75	0	100.00	186	5,452	-96.59
Sub Total Hillcrest	703	914	-23.09	5,019	12,511	-59.88
C&U Adult Attendance	17	486	-96.50	314	1,948	-83.88
C&U Youth Attendance	221	0	100.00	3,247	4,181	-22.34
C&U Comm Attendance	35	0	100.00	186	6,595	-97.18
Sub Total Cole & Ustick	273	486	-43.83	3,747	12,724	-70.55
Bown Adult Attendance	31	5	520.00	546	1,686	-67.62
Bown Youth Attendance	232	3	7633.33	5,203	9,564	-45.60
Bown Comm Attendance	0	0	0.00	76	6,880	-98.90
Sub Total Bown	263	8	3187.50	5,825	18,130	-67.87
TOTAL PROGRAM ATTENDANCE	3,417	3,552	-3.80	36,488	88,497	-58.77

BOISE PUBLIC LIBRARY
RECIPROCAL BORROWING STATISTICS
 September 2021

Items checked out at BPL by consortium members' patrons.

	Percent of This Month				Percent of To Date			
	<u>This Month</u>	<u>Circulation</u>	<u>Last Year</u>	<u>Percent</u>	<u>This Year</u>	<u>To Date</u>	<u>Last Year</u>	<u>Percent</u>
<u>CHECKOUTS</u>			<u>This Month</u>	<u>Change</u>	<u>To Date</u>	<u>Circulation</u>	<u>To Date</u>	<u>Change</u>
Ada Community	2,567	1.40	990	159.29	39,965	2.12	30,126	32.66
Caldwell	195	0.11	58	236.21	1,489	0.08	3,646	-59.16
Eagle	751	0.41	180	317.22	10,760	0.57	6,146	75.07
Emmett	25	0.01	1	2400.00	610	0.03	979	-37.69
Garden City	988	0.54	284	247.89	15,870	0.84	13,302	19.31
Hailey	7	0.00	0	100.00	122	0.01	2	6000.00
Meridian	2,183	1.19	928	135.24	22,780	1.21	27,557	-17.33
Mountain Home	159	0.09	85	87.06	1,568	0.08	2,861	-45.19
Nampa	551	0.30	276	99.64	5,758	0.31	8,863	-35.03
Twin Falls	50	0.03	4	1150.00	277	0.01	183	51.37
Total	7,605	4.16	2,839	167.88	99,951	5.30	93,698	6.67

Total BPL Circulation **182,706** **138,929** **1,884,644** **2,071,212**

Items checked out at consortium member locations by BPL patrons.

<u>CHECKOUTS</u>	<u>This Month</u>	<u>Last Year</u>	<u>This Year</u>	<u>Last Year</u>
		<u>This Month</u>	<u>To Date</u>	<u>To Date</u>
Ada Community	10,116	5,945	89,224	103,327
Caldwell	147	51	1,820	1,340
Eagle	5,765	3,028	39,305	59,775
Emmett	108	137	697	1,553
Garden City	7,305	5,874	61,367	70,207
Hailey	0	1	439	21
Meridian	7,307	4,410	75,437	73,543
Mountain Home	5	69	806	407
Nampa	727	193	5,379	5,445
Twin Falls	3	9	201	73
Total	31,703	19,924	282,943	315,898