INDEPENDENT CONTRACTOR AGREEMENT
For Comprehensive Facility Planning, Programming and Site Test Fit Services

This Independent Contractor Agreement (this "**Agreement**") is entered into as of _____ __, 2026 ("**Effective Date**") by _____, an _____ _____, with a tax identification number of _____ ("**Contractor**") and the Greater Boise Auditorium District, a body politic and corporate of the State of Idaho sometimes doing business as Boise Centre ("**District**").

A. District is a duly created and validly existing auditorium district under Idaho law and has provided a Request for Qualifications dated October 23, 2026 to select a provider for comprehensive facility planning, programming and site test fit, which has been posted at the following website: http://www.boiseauditorium.com/rfp-rfq/ (the "**RFQ**").

B. Contractor provides uniform, apparel, and premium item services, and submitted a proposal in response to the RFQ (the "**Proposal**").

C. After a competitive process, and based on the Proposal and the representations made by Contractor therein, District selected the Proposal, and the parties desire to set forth in this Agreement the terms upon which they have agreed for Contractor to provide comprehensive facility planning, programming and site test fit services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Contract. The contract between the parties consists of the provisions set forth in this Agreement, the Proposal and the RFQ. In the event of any conflict (provided that the provisions of this Agreement will as much as practicable be interpreted not to be in conflict), the provisions of this Agreement control over any other conflicting provisions, and the provisions of the Proposal control over any conflicting provisions of the RFQ. The purpose of this Agreement is the "Services" (as defined below). Contractor represents and warrants that the information in the Proposal is on the Effective Date true, accurate and complete.

2. Engagement.

a. Subject to the terms of this Agreement, District hereby engages Contractor to perform, and Contractor hereby agrees to perform, the services identified in the RFQ and as otherwise described in this Agreement (collectively, the "**Services**"). The Services will be provided by Contractor according to the terms of this Agreement, including the scope, schedule, budget and other requirements set forth herein. Contractor's management of the Services will only be directly provided by the personnel listed in the Proposal, and by no other person or through any other entity, except as agreed in writing by District in advance, not to be unreasonably withheld (for clarity, indirect efforts supporting the individuals directly providing the Services are not subject to this requirement). District may require any Contractor personnel to immediately and permanently leave District's premises. District also may require Contractor to promptly replace an individual performing Services under this Agreement if, in District's opinion, the person does not meet the qualifications for the task assigned, or for any other reason.

b. As applicable, during the initiation of the Services, Contractor and District will develop a mutually agreed upon work schedule consistent with the terms of this Agreement and the milestones and deadlines set forth herein, including the division of responsibility between District's staff and Contractor's staff (to the extent not set forth in this Agreement). The Services work schedule must be in place prior to any work being performed. Once the parties agree on the Services work schedule, which will identify specific time frames and deliverable target dates for the Services, the Services work schedule will become incorporated into and made part of this Agreement. The dates in the work schedule will define the agreed upon period of performance, subject to the terms of this Agreement. The work schedule may evolve and change from time to time with the written agreement of both parties, subject to District's rights under Section 3. The Deliverables (as defined in Section 10) and schedule set forth in the latest version of the work schedule determined in accordance with this Section and Section 3 will take precedence over any prior plans.

c. Except as expressly provided in this Agreement and as otherwise agreed by District, Contractor will provide all facilities, equipment and services it requires to perform the Services and comply with this Agreement, such as office space, computers, software, telephones, internet access and any other items or information of any

nature, and Contractor will have all rights to software and other items used by Contractor necessary to lawfully use the same under this Agreement.

d. All Deliverables are subject to acceptance by District, by timely and reasonable reference to the specifications, milestones and deadlines set forth herein, in the Proposal and in the RFQ, prior to any payment by District. Any nonconformities in any Deliverables which are stated as the basis for nonpayment by District shall be stated with specificity and with reference to the implicated contract documents. Such noncompliant and rejected work shall immediately be reperformed by Contractor at no charge. District's failure to advise of nonacceptance of any Deliverables within ten (10) days after receipt of any invoice shall be deemed acceptance of the implicated Deliverables.

e. The Executive Director of District may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the Services. This stop order will be for a specified period not exceeding ninety (90) days after the stop order is delivered to the Contractor, unless the parties agree to any further period. Any such stop order will be identified specifically as a stop work order issued pursuant to this Section. Upon receipt of such an order, the Contractor will forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties will have agreed, the Executive Director will either: cancel the stop work order; or terminate the Services in whole or part as permitted herein. If the stop work order is cancelled, an appropriate adjustment will be made in the delivery schedule or Contractor Fees (as defined below), or both, and this Agreement will be modified in writing accordingly, if (a) the stop work order results in an increase in the time required for the performance of any part of this Agreement, and (b) the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Executive Director of District decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order will be allowed by adjustment or otherwise.

3. Changes. District may request in writing any change in the Services. Within five (5) days of each such request, Contractor will provide in writing a description of the feasibility of the change and the necessary effect of such change on the Services, Deliverables, schedule and Contractor Fees, and a reasonable explanation for such changes such as the additional time, or reduction in time, to be required by such change. The change will be made by Contractor to the extent agreed by District in writing after receiving Contractor's written description, and this Agreement will be modified accordingly; provided that if the parties do not agree otherwise, the actual hours directly added or subtracted as a result of the change will be valued at the rates set forth in the Proposal. The parties may agree on additional Services outside the scope of this Agreement through one or more Statements of Work executed by the parties, the terms of which are incorporated into and made a part of this Agreement upon such execution, and if the parties do not agree otherwise, such additional Services will be provided at the rates set forth in the Proposal to the extent such rates cover such additional Services, and if not, then rates that are proportional to the rates set forth in the Proposal.

4. District. District will provide direction and requirements to Contractor, and as reasonably requested, information, documents, approvals, acceptance and other decision making relating to the provision of the Services by Contractor hereunder.

5. License. Contractor may be provided by or on behalf of District with access to, or possession of, software and related documentation, data, and other materials under this Agreement ("**Licensed Materials**"). Contractor is hereby granted the limited right during the Term to have its employees and permitted subcontractors use Licensed Materials solely to perform its obligations under this Agreement and not for any other purpose. Contractor will not make any copies of Licensed Materials without the consent of District, will comply with all terms and conditions governing use of Licensed Materials the relevant terms of which District has communicated to Contractor, whether imposed by District, the licensor or any third party, and will return Licensed Materials on request from District or upon completion of the Services for which such Licensed Materials were provided to Contractor.

6. Contractor Compensation and Expenses.

a. Compensation. Subject to Section 2.i.d and Contractor's compliance with this Agreement, Contractor will receive the fees ("**Contractor Fees**") set forth in the Proposal according to the payment schedule set forth in the Proposal as full compensation for the Services, and Contractor will not be due any other payments under this

Agreement or otherwise relating to the Services, except as changed in accordance with Section 3. Additional Services agreed to by the parties will be provided at the rates set forth in the Proposal or as otherwise agreed to by the parties. The Contractor certifies and represents that the prices submitted in response to the RFQ have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

b. Expenses. Except as set forth otherwise in this Agreement, all expenses incurred by Contractor in providing the Services will be borne by Contractor, and District will not be responsible for any of such expenses. The parties may agree in writing to certain expenses that will be reimbursed by District ("**Expenses**"). Expenses agreed by District to be reimbursed will only be reimbursed to the extent actually paid by Contractor, net of any discounts, credits or other value received by Contractor in connection with such Expenses. Submission of an invoice for Expenses is a representation by Contractor that the invoiced amount was actually incurred by Contractor and under the terms of this Agreement Contractor is due reimbursement of the amount invoiced.

7. Invoices and Payments. Contractor will submit detailed monthly invoices for the Contractor Fees, as applicable. All Contractor Fees will be invoiced within sixty (60) days of performance of the Services upon which they are based, and all Expenses will be invoiced within sixty (60) days of being incurred, and only so long as the invoice therefor is accompanied by copies of actual receipts. Submission of an invoice is a representation by Contractor that it is true and complete, and any time for the period covered by the invoice that are not included therein will not be paid by District. If Services are on a fixed-price basis, Contractor will invoice District in accordance with this Agreement. Accepted amounts will be paid within forty-five (45) days of receipt by District of a proper invoice, subject to the terms of this Agreement. A proper invoice will contain the billing detail required by District and all supporting documentation, including actual receipts for all approved Expenses for which reimbursement is sought by Contractor hereunder. The Contractor will submit an original invoice and one copy for services performed to:

Executive Director
Greater Boise Auditorium
850 W. Front Street
Boise, Idaho 83702

8. Taxes and other Charges. Contractor Fees and Expenses are the total amount due to Contractor, and the Contractor is responsible for paying all taxes and other charges, and making all withholdings, relating thereto and otherwise relating to the Services, its business and payments by Contractor to any other person or entity, and Contractor will file all documents, pay all amounts and otherwise comply with all government requirements relating thereto. District makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

9. Audit Rights. The Contractor will maintain appropriate detailed books and records to document its performance and amounts invoiced under this Agreement, and such books and records will be readily retrievable by the Contractor within three (3) workdays. During the Term and for at least seven (7) years thereafter (and thereafter during the term of any ongoing audit, investigation or lawsuit, including appeals and reviews thereof), District may at any time during normal business hours enter the premises of the Contractor and its subcontractors or such other places where duties under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed and to audit, inspect and copy the books, records, systems and operations of Contractor relating to its performance of the Services and its invoices relating thereto, including those of its subcontractors. District will conduct any such inspection and audit in a manner that does not unduly delay the Contractor's work. Contractor will reimburse District for any overpayments demonstrated by such audit or inspection, and if such audit or inspection identifies overpayments of more than five percent (5%) of the total amount invoiced during the period subject to such audit or inspection, or reveals a material breach of this Agreement not previously disclosed to District, Contractor will also reimburse District for the reasonable actual costs of its audit. Contractor will maintain reasonable documentation regarding its performance of the Services.

10. Warranties. Contractor hereby represents, warrants and agrees that at all times during the Term: (a) Contractor has, and any personnel providing the Services have, or will have when required hereunder, all licenses and permits required for it to provide the Services, and performance under this Agreement will not violate or be restricted in any material manner by any agreement to which Contractor or any of its employees or subcontractors are bound, (b) it is

currently active, in good standing and qualified in all applicable jurisdictions to conduct its business as it is presently conducted and of sufficient financial solvency to assure District of its ability to perform its obligations under this Agreement, (c) it will remain in compliance with all requirements applicable to its existence and activities, and it has the experience, personnel and financial resources to provide the Services according to the terms of this Agreement, (d) there are no claims, demands, investigations, lawsuits or other matters pending against Contractor, its employees, owners or others that could materially adversely impact Contractor's ability to provide the Services, (e) the Services will be performed promptly in good faith, in a professional manner, and at a professional level of quality, according to good industry practices (as used in this Agreement, the relevant industry is well-run convention center facilities), and in compliance with all laws, regulations, codes, ordinances, and other binding government requirements ("**Laws**") and the terms of this Agreement and any other contract to which Contractor is a party related to this Agreement or to which District is a party and the relevant terms of which District has communicated to Contractor, (f) all Services when performed and any items delivered by Contractor, such as specifications, programs, code, notes, documentation, documents, designs, plans, information, or other items of any nature tangible or intangible (collectively with the Services, the "**Deliverables**") will, except as agreed to in writing by District in advance, be the original work of Contractor with no third-party materials included in such Deliverable, and will for one hundred eighty (180) days after acceptance, or such other period agreed to by the parties in writing, have no defects and comply in all respects with all specifications, designs, drawings, plans, material lists, acceptance criteria and other requirements and documents included or described in this Agreement or otherwise agreed to by Contractor and District, and all Laws and good industry standards, (g) all Services will be provided solely by Contractor and any subcontractors approved by District in this Agreement or in writing (for clarity, indirect efforts supporting the individuals directly providing the Services are not subject to this requirement), and all Services will be performed in the United States and no District Confidential Information will be stored, or accessed, outside the United States, (h) regardless of whether Contractor will be reimbursed hereunder for any of such amounts, Contractor will timely pay and make proper filings relating to all taxes and other government charges due based on its provision of the Services, its payments to its employees and contractors, the conduct, revenue and profits of its business and otherwise, (i) Contractor will not act or fail to act in any way that results in a lien in favor of any party on any property of District, and if any such lien arises, it will immediately take all actions necessary to remove such lien at no cost to District, (j) Contractor will promptly provide notice to District of any change in circumstances that may adversely impact the Services and of any claim made against Contractor or District, or any third party that may have an adverse impact on District or its activities, (k) upon delivery, except as provided otherwise herein, District will own all right, title and interest in and to each Deliverable free of any claims or encumbrances of any nature, (l) Services, including all Deliverables, and the use of each Deliverable as reasonably contemplated by District, will not infringe upon, misappropriate or violate the rights of any third party, including IP Rights, and any other rights arising at Law, in equity or otherwise, (m) Contractor will not violate any rights of District, including the IP Rights, the rights of District under Section 18 relating to District Confidential Information, and any other rights set forth in this Agreement or provided at Law, in equity or otherwise, (n) Deliverables have not been created with and do not contain or require for their operation any free or open source software except as agreed to in writing in advance by District, and in any event are not subject to any license terms requiring any Deliverable or other District software, data or other property to be made public or licensed to any third party without the consent of District, (o) no Deliverables or electronic communications from Contractor will contain any computer virus, worm, Trojan, timebomb, logic bomb, backdoor, exploit, keylogger, timer, infector, instruction, routine, rootkit, surveillance software, disabling code, or other malware or malicious code intended to or that does cause the computers or systems of District or any third party to fail to act properly or to function in an unintended manner or permit access to such computers or systems by any person, computer or process not intended by District.

11. Corrections. Without limiting the rights of District in any way, upon notice by District of any failure of Contractor to meet its obligations under this Agreement, Contractor will within seven (7) days (not including delays outside the reasonable control of Contractor), or such other period set forth in this Agreement, at no cost to District correct such failure and all damage caused by such failure. If Contractor does not correct such failure or damage within such period, District may contract with another contractor to correct such failure or damage and deduct the cost of such contract from amounts otherwise owing to Contractor hereunder, and Contractor will on request from District pay the difference to District, if any.

12. Offset. District may offset any amount owed to Contractor against any amounts Contractor owes to District.

13. Subcontractors. Contractor will only directly provide the Services through employees and only those subcontractors expressly set forth herein or approved in writing in advance by District (for clarity, indirect efforts

supporting the individuals directly providing the Services are not subject to this requirement). Contractor is responsible for the actions and omissions of each subcontractor and its personnel as though they were employees of Contractor, and references to Contractor in this Agreement include all of such personnel. Contractor will obtain from each subcontractor written agreement to substantially the same provisions of this Agreement (other than terms relating to payment) as though each was Contractor. Upon request from District, Contractor will provide copies of all such agreements to District, but may redact the payment terms therein. To the fullest extent practicable, Contractor will enter into contracts with businesses conducting business in Idaho and employing citizens of Idaho to staff and provide support and other services for the District. Each of the Contractor's subcontractors will submit to the Contractor evidence or other documentation from the State Tax Commission, State of Idaho, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid. The Contractor will provide District immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against the Contractor that may result in litigation related in any way to this Agreement. The Contractor will designate itself as the sole point of recovery for any subcontractor. Any use of subcontractors by the Contractor will not obligate District as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against District, its agents, employees, representatives, or successors.

14. Nonexclusivity. This Agreement is not exclusive. Contractor may represent others in any capacity and perform services for others, except as set forth in this Agreement otherwise and except that if this Agreement provides that any efforts of any personnel are full-time, then to that extent such personnel will not during the Term perform services for others. District may in its discretion hire others in addition to or in lieu of Contractor, without any restriction or obligation to Contractor. This Agreement provides no guarantee to Contractor as to the volume or quantity of Services or Deliverables to be requested by District.

15. Term and Termination.

a. The initial term of this Agreement will begin on the Effective Date and continue until the following November 30 (the "**Initial Term**"). Thereafter, and subject to District's right to terminate as set forth this Section 15, this Agreement will renew for up to _____ (_) subsequent one year renewal terms beginning each December 1 and ending the following November 30 (each a "**Renewal Term**"). "**Term**" means the Initial Term and any applicable Renewal Term, no one of which shall exceed one District fiscal year in length. The Term will continue until the earliest to occur of completion of all Services or termination under the terms of this Agreement. Thereafter, the Term may be renewed to the extent the parties agree in writing on any such renewal.

b. Either party may terminate this Agreement if the other party breaches any of its material obligations hereunder and fails to cure such breach within seven (7) days after notice from the non-breaching party.

c. District may immediately terminate this Agreement, in whole or in part, in the event that the Contractor will cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or will avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights or creditors.

d. Either party may terminate this Agreement for convenience. The terminating party shall give the other party at least thirty (30) days advance written notice of a termination under this Section 15.d.

e. On termination other than for the uncured material breach by Contractor, (a) Contractor will be due Contractor Fees for Services accepted prior to termination and reimbursement of Expenses incurred prior to termination, and District may condition final payment on execution by Contractor (and any other applicable person or entity) of a release of all claims relating to District and the Services, and any certificates of originality or other documents required by District documenting its ownership of all Deliverables and IP Rights therein, (b) Contractor will immediately deliver to District or, if directed by District, to a third party, all work then in process, and (c) Contractor will provide reasonable assistance requested by District to transition the Services, including execution of documents, and to the extent requested, assignment of subcontracts to another Contractor (and Contractor hereby appoints District its attorney in fact to execute such documents and assign such subcontracts). The obligations under the following Sections of this Agreement will survive termination of this Agreement for any reason whatsoever: 5, 7-13, 15-19, and 22.

f. The parties acknowledge and agree that District is a governmental entity, and that this Agreement shall

in no way or manner be construed so as to create a liability of District beyond the then-existing District fiscal year. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of District, or otherwise obligate District, to make a future appropriation of funds.

16. Insurance. Contractor will maintain commercially reasonable insurance coverage, including all insurance required by Law, and will comply with the provisions of Exhibit 1.

17. Other Requirements. The Contractor agrees that all work performed as part of this Agreement will comply fully with applicable administrative and other requirements established by federal and state laws, regulations, and guidelines, and assumes responsibility for full compliance with all such laws, regulations, and guidelines, and agrees to fully reimburse District for any loss of funds, resources, overpayments, duplicate payments, or incorrect payments resulting from noncompliance by the Contractor, its employees, contractors, or agents.

18. Confidential Information, Security and Recovery.

a. Confidential Information. Subject to the terms of this Agreement, all nonpublic, confidential or proprietary information of each party, in any form whatsoever, whether oral, written or otherwise (collectively, a party's "**Confidential Information**"), including any information relating to software, source code, object code, services, products, technology, personnel, methodologies, practices, business, finances, pricing, ownership, plans, documents and documentation, profits, policies and procedures, customers, employees, or otherwise, is the Confidential Information of the party disclosing such information hereunder ("**Disclosing Party**," and the party receiving such information hereunder is the "**Receiving Party**"). All Confidential Information in each Deliverable is the Confidential Information of District. Any document or written communication provided by Contractor to District, either in hard copy or in electronic form, will be marked as "Confidential" or "Proprietary" if it contains Contractor Confidential Information, and if not so marked the information therein will not be Contractor Confidential Information. Information disclosed verbally to District that is Contractor Confidential Information will be confirmed by Contractor in writing within fifteen (15) days after such disclosure, describing in reasonable detail the Contractor Confidential Information so disclosed, and any information not included in such description will not be Contractor Confidential Information. Notwithstanding anything to the contrary herein, Deliverables do not contain any Contractor Confidential Information.

b. General Obligations. In the course of providing the Services, Contractor or District may acquire the other party's Confidential Information. In such event, each party will hold in confidence the other party's Confidential Information, not use Confidential Information for purposes other than for its performance under this Agreement and not disclose Confidential Information to any third party except those authorized and who have agreed in writing to be bound to confidentiality provisions no less restrictive than those in this Section 18. Contractor will not use or bring onto the premises of District any proprietary or confidential information of any third party without the written agreement of District. The Parties will employ good industry practices and abide by state regulations to maintain the confidentiality of Confidential Information in accordance with the requirements of this Section 18. Contractor will also comply with the policies of District regarding its Confidential Information provided in advance in writing by District. Any Contractor Confidential Information provided by Contractor in accordance with this Section 18 will only be used by District in connection with its business activities, and District will not disclose Contractor Confidential Information to any third party except those who have agreed in writing to be bound to confidentiality provisions no less restrictive than those in this Section 18 applicable to District, except as District is required to disclose otherwise.

c. Unauthorized Acts. Upon actual knowledge by Receiving Party of any unauthorized possession, use or knowledge of Confidential Information ("**Unauthorized Act**"), Receiving Party will at no cost to Disclosing Party: (a) notify Disclosing Party promptly of the details of the Unauthorized Act, (b) use reasonable efforts to assist Disclosing Party in investigating, and preventing the recurrence of the Unauthorized Act within its responsibilities under this Agreement, and (c) use reasonable efforts to cooperate with Disclosing Party in any litigation and investigation against third parties deemed necessary by Disclosing Party to protect its Confidential Information. If the Unauthorized Act was caused by the breach of this Agreement or the negligence or willful misconduct of Receiving Party, Receiving Party will at its expense, mitigate to the extent practicable the adverse effects of the Unauthorized Act and provide any notices required by applicable Law, after approval by the Disclosing Party of the content of each notice.

d. Excluded Information. Even if marked as confidential, the obligations in this Section 18 will not apply to

information other than Personal Information that is generally available to or known to the public, including pursuant to the Idaho Public Records Act, or other laws or regulations providing for such disclosure; known by the Receiving Party without obligation of confidentiality before the negotiations leading to this Agreement as demonstrated by the Receiving Party's written records; independently developed by Receiving Party outside the scope of this Agreement as demonstrated by Receiving Party's written records; or lawfully disclosed to Receiving Party without restriction by a third party having the right to make the disclosure or required to be publicly disclosed to a tribunal. In the case of required disclosures by Contractor to tribunals, Contractor will promptly notify District and at no charge to District fully assist (but not itself pursue) District to obtain protective orders maintaining the confidentiality of the information.

e. Return of Confidential Information. Promptly upon expiration or termination of this Agreement, or, as to Contractor, earlier if requested by District, except as otherwise directed, Receiving Party will return, erase or destroy all Confidential Information of the other party in its possession or control, including Confidential Information stored in any computer memory or data storage apparatus, and, at Disclosing Party's request, provide a certification that Receiving Party retains no Confidential Information in any form whatsoever. Notwithstanding the foregoing, in the event it is not reasonably feasible to retrieve and destroy Confidential Information on the Receiving Party's system, the Receiving Party will retain the Confidential Information in compliance with its record retention policies and in conformance with the terms of this Agreement until it is destroyed.

f. Ownership. All Deliverables and any idea, invention, information, data, work of authorship, document, or design created by or for Contractor under this Agreement, and any patent, copyright, trademark, domain name, trade secret, confidentiality, moral, authors or other rights of any nature whatsoever arising from or relating in any way thereto (collectively "**IP Rights**"), will be owned by District and Contractor hereby assigns and agrees to assign to District all its right, title and interest in and to such, except Contractor will retain and District grants a perpetual license to use for its internal business purposes its templates and notes on use, specifically not including any of District's Confidential Information, and Contractor will promptly and at no cost to District take all efforts requested by District to document and assist (but not itself pursue) District in perfecting such ownership of all IP Rights by District. Contractor hereby appoints District its attorney in fact to complete such documents and take such actions as District determines to document and perfect such ownership of such items. Contractor will not have any right to (i) Deliverables, except Contractor's right under license to use and create derivative works from its templates and notes on use, (ii) IP Rights, or (iii) District Confidential Information or the trademark, domain name, social media identifier logos or other property of District. Contractor will not use, register or apply for any name, logo, domain name or trademark the same or confusingly similar (as provided under applicable Law) to any name, logo, domain name or trademark used by District (but nothing herein obligates Contractor to cease using a name, logo, domain name or trademark it was using in commerce as recognized under U.S. trademark law prior to the time first acquired by District). For clarity, nothing contained in a Deliverable is Contractor's Confidential Information and District is not required to maintain any Deliverable in confidence, but each Deliverable contains District Confidential Information and will remain District Confidential Information as long as District determines and takes appropriate steps therefor.

g. Infringement. If a demand, claim, lawsuit or proceeding is made or pending alleging that any Deliverable infringes, misappropriates or violates the intellectual property rights or other rights of any third party, the Contractor will at no cost to District and at District's sole election either modify the Deliverable so that it functions substantially the same but does not violate any such rights or obtain the legal right for District to use the Deliverable for its business purposes; provided that if after best efforts the Contractor is unable to do either of the foregoing, it will then refund the amount paid by District for the Deliverable, determined equitably based on the amount of effort that such Deliverable required by the Contractor.

h. Security. The Receiving Party will implement and maintain at all times during the Term appropriate administrative, technical and operational safeguards consistent with good industry practices and applicable law, but not less than reasonably care, to ensure the security, confidentiality and integrity of all of the Disclosing Party's Confidential Information in the possession or under the control of the Receiving Party.

i. Disaster Recovery. Contractor will implement and maintain at all times during the Term a disaster recovery and business continuity plan consistent with good industry practices and applicable law, and any other provisions set forth in this Agreement relating thereto, to recover its operations relevant to this Agreement and enable it to perform Services following any disaster that causes it to lose the use of its facilities, equipment, systems, personnel or other items.

19. Indemnification.

a. The Contractor agrees to indemnify, defend (with counsel acceptable to the indemnified party), save, and hold harmless District and its board members, officers, agents, employees, representatives, assignees, and contractors (each is an "indemnified party") against any and all liability, loss, damage, costs, or expenses that District may sustain, incur, or be required to pay: (1) arising from or relating to any and all claims made by or on behalf of any person or entity based on the actions or omissions of Contractor in the performance of this Agreement; (2) by reason of any person suffering personal injury, death, or property loss or damage of any kind either while participating with, or receiving services from, the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; (3) by reason of the Contractor or its employee, agent, or person within its scope of authority of this Agreement causing injury to, or damage to the person or property of a person including, but not limited to, District or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this Agreement, (4) arising from or related to any allegation that Contractor's services or the Deliverables are infringing, misappropriating or violating any copyright, patent, trademark, trade secret or other intellectual property right of any nature; or (5) breaching any Law; (6) arising from a breach of this Agreement by or on behalf of Contractor, including any breach by its employees, contractors and agents; and (7) arising from the negligence or willful misconduct of the Contractor, its employees, contractors and agents.

b. Upon demand by an indemnified party, the Contractor will assume at its sole expense the defense of a claim for which the Contractor is obligated to provide indemnification under Section 19.a. District and any other indemnified party will have the right to participate at its own expense in the defense of any indemnified claims. The Contractor will not settle any such indemnified claim without the approval of the indemnified party subject to the claim, which approval will not be unreasonably withheld. The Contractor will not make any admissions on behalf of any indemnified party.

c. If, in the reasonable judgment of District, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by District or by another resource without unduly interfering with the continued performance of the Contractor, District may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor will reimburse District for the cost of those services. District may deduct the cost of those services from the Contractor's monthly invoices. The Contractor will cooperate with District or those procured resources in allowing access to facilities, equipment, data, or any other Contractor resources to which access is required to correct the default. The Contractor will remain liable for ensuring all performance required under this Agreement.

20. Contractor Cooperation. In connection with its performance under this Agreement, Contractor will promptly execute or obtain the execution of documents and take such actions as reasonably requested by District to accomplish the intentions of the parties under this Agreement.

21. Independent Contractor. The parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make Contractor or any of its employees or subcontractors the partner, joint venturer, principal, agent, or employee of District. Contractor will have no right to and will not take any actions to obligate District in any way. Subject to the requirements of this Agreement, Contractor will determine the daily work schedule, method, details and means of performing the Services, and will be responsible for all training, education and materials and supplies, and all supervision of Contractor's personnel.

22. Miscellaneous.

a. Negotiated Terms. The provisions of this Agreement are the result of negotiations between the parties, and this Agreement is being signed after each party has had the opportunity to consult with legal counsel. Each party has read and carefully considered the terms of this Agreement, and agrees that the terms of this Agreement are fair and reasonable. This Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of this Agreement.

b. Assignment. Contractor will not assign or transfer this Agreement or delegate any of Contractor's obligations hereunder without the prior consent of District, not to be unreasonably withheld, and any purported

assignment, transfer or delegation without such consent is void, of no effect and a breach of this Agreement. If Contractor is a legal entity, a change in ownership of more than fifty percent (50%) of the voting equity of Contractor, or a change in the right to control or direct the management of Contractor, is an assignment hereunder. This Agreement is binding on the parties hereto and their respective successors and permitted assigns.

c. Counterparts, Certain Terms. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one agreement between the parties. The term "**including**" means by way of example and not of limitation. The term "it" means he, she or it as the context requires.

d. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision unless, as a result, the rights of either party are materially diminished or the obligations and burdens of either party are materially increased so as to be unjust or inequitable.

e. Entire Agreement. This Agreement (together with the Proposal and the RFQ) represents the entire agreement between the parties regarding the provision by Contractor of services to District, and supersedes and terminates any prior communications, representations, understandings, or agreements between the parties relating to such subject matter. No amendment to, or change, or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, or discharge is sought to be enforced. No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

f. Discretion and Notices. Any decision, consent, approval or other action that may be taken by District hereunder is left to the sole discretion of District to determine whether and to what extent it will do so, except to the extent District is specifically required to take or refrain from acting under the express terms of this Agreement. All notices, requests, approvals, and consents and other communications required or permitted under this Agreement will be in writing, sent to the other party at the following address by certified or registered mail, return receipt requested, or Express Mail, Federal Express, or other, similar overnight mail delivery services, or delivered by hand. Notice will be effective on the date of receipt. Either party may change its address for notification purposes by giving the other party notice of the new address.

District: Greater Boise Auditorium District
Executive Director
850 W. Front Street
Boise, Idaho 83702
Phone: (208) 336-8900

Contractor: _____
_____
_____
_____
_____

g. Disputes. This Agreement will be construed in accordance with and be governed by the laws of the State of Idaho applied to contracts entered into and to be performed in Idaho and excluding choice or conflict of law principles. Any dispute arising under or relating to this Agreement will, except as set forth in the next Section, be resolved exclusively in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, and each party agrees to the subject matter and personal jurisdiction and venue of such courts for all such disputes. The prevailing party in any legal action relating to or arising from this Agreement will be entitled, in addition to any other remedy or relief, to recover its reasonable attorneys' fees and actual expenses relating thereto, whether or not incurred prior to, in connection with litigation, on appeal, discretionary review or otherwise. So long as Contractor receives payment of amounts invoiced by it hereunder that are not disputed in good faith by District, except as otherwise agreed by District, Contractor will continue performing all of its obligations hereunder notwithstanding any dispute between the parties.

h. Cumulative Remedies; Equitable Relief and Specific Performance. Except as otherwise provided, the rights and remedies in this Agreement are cumulative and in addition to any other remedies available at law, in equity or otherwise, all of which may be pursued concurrently or consecutively. The parties agree that a breach by Contractor of its obligations under the following Sections will cause District to suffer irreparable harm for which damages will not be an adequate remedy: Sections 5, 9, 13, 15, 17-19, and 22.b and h. For the actual or attempted violation of the Sections listed in the preceding sentence, District may obtain temporary, preliminary and permanent equitable relief and specific performance without the posting of bond or security, or if required, then the minimum bond or security required.

i. Timeliness. Time is of the essence of Contractor's obligations under this Agreement.

j. Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts beyond the reasonable control of the party, so long as the party uses all reasonable efforts to avoid and minimize such delay or failure, and provided that unavailability of employees or contractors of the party is not an excuse under this Section.

k. Background Check. Contractor will not permit any person who has been convicted of any criminal offense or found culpable in any civil action of a tort involving violence, dishonesty or wrongfully taking any property or who is the subject of an arrest warrant for said crimes to be assigned to perform Services without the advance written approval of District. If Contractor or any person performing Services is later subject to any criminal charges, Contractor will immediately notify District in writing and remove such person from performing the Services, except as District agrees otherwise in writing. The Contractor represents and warrants that no elected or appointed officer or other employee of District will benefit financially or materially from this Agreement, and no individual employed by District will be permitted any share or part of this Agreement or any benefit that might arise therefrom.

l. Certifications Required by Idaho Law. The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by District does not indicate District's support or opposition to these clauses nor acknowledgement by District that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with State law. The Contractor hereby certifies:

i. Pursuant to Section 67-2346, Idaho Code, if (i) the Contractor is a "company" (as defined in such Section), (ii) this Agreement has a total potential value of one hundred thousand dollars ($100,000) or more, and (iii) the Contractor has ten (10) employees or more, that the Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Section defined in Section 67-2346, Idaho Code, shall have the meanings set forth therein.

ii. Pursuant to Section 67-2359, Idaho Code, if the Contractor is a "company" (as defined in such Section), that the Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently owned or operated by the Government of China and will not for the duration of this Agreement be owned or operated by the Government of China. The terms in this Section defined in Section 67-2359, Idaho Code, shall have the meanings set forth therein.

iii. Pursuant to Section 67-2347A, Idaho Code, if (i) the Contractor is a "company" (as defined in such Section), (ii) this Agreement has a value of one hundred thousand dollars ($100,000) or more, and (iii) the Contractor has ten (10) or more full-time employees, that the Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (A) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (B) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code. The terms in this Section defined in Section 67-2347A, Idaho Code, shall have the meanings set forth therein.

iv. That the Contractor is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for

Abortion Act," Idaho Code §§ 18-8701 *et seq.*

/Signature Page Follows/

INDEPENDENT CONTRACTOR AGREEMENT SIGNATURE PAGE

GREATER BOISE AUDITORIUM DISTRICT	_____
By: _____ Cody Lund	By: _____ Name: _____
Its: Executive Director	Its: _____
Date: _____	Date: _____

EXHIBITS

Exhibit 1 Insurance

EXHIBIT 1
INSURANCE

Required Coverage. For the Duration and for a period of 3 years thereafter, Contractor will procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- Commercial general liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability. The commercial general liability coverage will also:
    - Include contractual liability coverage insuring the activities of Contractor under this Agreement, including without limitation Contractor's indemnification obligations provided in this Agreement;
- Business interruption insurance with limits no less than $1,000,000 per occurrence and $5,000,000 in the aggregate, (if applicable).
- Worker's compensation with (i) limits no less than the minimum amount required by law and (ii) a waiver of any subrogation right of the insurers against District or the District's board members, employees, volunteers, or other agents.
- Errors and omissions with limits no less than $1,000,000 per occurrence and $5,000,000 in the aggregate.
- Data breach and cyber liability with limits no less than $1,000,000 per occurrence and $5,000,000 in the aggregate.
- Umbrella follow-form coverage for the coverages listed above with limits of no less than $10,000,000.

Each insurance policy of the Contractor will:

- Except to the extent the insurer refuses to do so, name District and its board members, officers, employees, contractors, volunteers, and other agents, including, in each case, all successors and permitted assigns, as additional insureds;
- Provide that the policy is primary insurance and any similar insurance in the name of or for the benefit of District or its board members, officers, employees, contractors, volunteers, or other agents will be excess and non-contributory;
- Be issued by insurance companies with a Best's Rating of no less than A-.

The Contractor hereby waives all rights of subrogation against District and its board members, officers, employees, contractors, volunteers, and other agents, including, in each case, all successors and permitted assigns, including, in each case, all successors and permitted assigns, and the insurers of each.

Certifications of Coverage. Contractor will provide District with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Exhibit, and will not do anything to invalidate such insurance. This Exhibit will not be construed in any manner as waiving, restricting or limiting the liability of the Contractor party for any obligations imposed under this Agreement, including without limitation the indemnification obligations provided in the Agreement.