

VEHICLE LEASING AGREEMENT

THIS AGREEMENT, made and entered into on this 12th day of June 2026 by and between Brabeion Academy, 1551 11th Ave N. Nampa ID 83687, hereinafter designated lessee and Brown Bus Company, hereinafter designated lessor:

WITNESSETH

The parties to this agreement, in consideration of the mutual covenants contained, do hereby agree as follows:

1. TERM

The term of this agreement shall be from July 1, 2026 to June 30, 2027, inclusive, subject to the right of lessee to extend term of agreement on one day's notice to lessor.

2. EQUIPMENT LEASED

Lessor herein leases to lessee the following equipment described:
1-2015 Thomas Freightliner Vin# 4UZABRDU3FCFW9673

3. USE OF EQUIPMENT

Lessee shall use the leased equipment solely for the transportation of passengers.

4. LEASING AGREEMENT ONLY

It is expressly understood and agreed that this instrument and the operations conducted hereunder constitute a lease only, and lessee by reason of the execution of this agreement and the use of the equipment leased here under shall acquire no ownership interest in or to the equipment subject hereto, except as is specifically set forth in this agreement.

5. RENTAL CHARGES

Lessee shall pay to lessor, at lessor's office, a total sum equal to \$100.00 per day Mon-Friday and/or any additional days as needed. Charges will be calculated at the end of the lease period or at the end of each month, whichever is applicable, with payment due by the 15th of the following month. If the lessee becomes 30 days delinquent on any one payment during the term of the lease, the lessor at its discretion may cancel the lease and repossess the vehicle.

6. LESSOR'S UNDERTAKINGS

Lessor, at its own cost and expense, shall do the following things and furnish and provide the following services in connection with the equipment leased here under.

- (a) Provide initial complete and adequate greasing, maintenance, and maintenance inspection of the equipment.
- (b) Lessor shall, at its option, furnish a substitute vehicle of equal capacity and quality.
- (c) Lessor will maintain registration of the listed vehicles and any replacement vehicles with the State of Idaho, Department of Motor Vehicles

7. LESSEE'S UNDERTAKINGS

Lessee shall, at its own cost and expense, pay for and do the following:

- (a) Furnish all drivers for the equipment, properly always licensed to operate said equipment and places where such equipment is being used during the term of this lease.
- (b) Maintain all such drivers as employees of the lessee, paying in full the drivers' compensation and maintaining and paying any payroll taxes or records required.
- (c) Present to lessor copies of 1) driver's licenses 2) Department of Transportation (DOT) physical card and 3) DOT physical forms for each driver that will be or could drive

the leased equipment.

- (d) Return the leased equipment in the same condition as when leased, reasonable wear and tear excepted. If damage occurs to any of the leased equipment due to the fault or negligence of the lessee or any driver of the lessee (i.e., engine, interior, or exterior of the bus, etc.), lessee will be responsible for repairing any and all damage and returning the bus in the same condition as when leased.
- (e) Pay all bridge tolls, city use taxes, state permits, license fees, road mile taxes, federal highway user's taxes and state or federal transportation taxes, if any, which may be imposed upon either the lessee or lessor or become payable as a result of the operations hereunder; and lessee shall reimburse and hold lessor harmless for any such payments that may be made by lessor.
- (f) Pay for all fuel, washing costs, oil required and periodic lubrication during the lease period.
- (g) Pay all fines and penalties assessed for the improper use of equipment, and for any other reasons occurring by use of vehicles.
- (h) Maintain driver's logs as required by DOT, supervise driver's safety, including physical examinations where required, pay drivers' wages and workers' compensation, social security and unemployment taxes, and other costs attributable to employment of drivers.

8. CONTROL BY LESSEE

Lessor specifically disclaims, and lessee expressly reserves to itself, all exercise of control and assumption of responsibility for the operation of the equipment leased hereunder. Lessee shall employ and have absolute control and supervision of the driver of the equipment. Lessee agrees to exercise reasonable care in the selection of safe and experienced drivers.

9. USE OF EQUIPMENT

Lessee agrees that the equipment leased hereunder shall be operated by safe, careful, and duly licensed drivers employed by lessees. The equipment shall not be loaded beyond its legal and practicable carrying capacity and if any leased vehicle is damaged in any manner by overloading, lessee shall immediately pay to lessor upon demand the cost of repairing such damage.

10. INSURANCE

LESSEE at its own expense during the term of this agreement shall keep the equipment insured for physical damage. Lessee at its own expense shall procure and keep in force and effect during the term of this agreement, liability insurance, for bodily injury and property damage for limits of at least \$1,000,000.00, covering the equipment leased hereunder, thereby insuring and indemnifying the public, Lessee and Lessees drivers against loss, liability or claim of liability arising out of use or operation of the leased equipment. Lessee shall meet all the requirements for school bus coverage for the State of Idaho. Lessee shall cause said policy to include Lessor as an additional named insured. Lessee shall provide Lessor with a certificate of insurance verifying the above coverage, prior to

taking possession of the equipment listed.

11. WAIVER OF BREACH

Failure of the parties hereto in any one or more instances to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right or privilege in this agreement, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

12. NON-ASSIGNMENT

Neither this agreement nor any interest herein may be assigned by either party without the written consent of the other party.

13. ARBITRATION

In the event of any dispute or controversy arising hereunder which cannot be settled by mutual agreement of the parties hereto, then such matters shall be settled by arbitration in the following manner:

Each party hereto shall choose one arbitrator and the two arbitrators thus chosen shall choose a third arbitrator to hear the disputed matter with them. A two-thirds (2/3) decision of the arbitrators shall be final and binding upon the parties hereto and shall be enforceable in any court proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day
and year first above written.

BROWN BUS COMPANY
Illinois Central School Bus LLC
DBA Brown Bus Company LLC



SIGNATURE

Division Manager
LESSOR

Branden Durst



SIGNATURE

Head of School and Sports
LESSEE